

**ARIZONA DEPARTMENT OF TRANSPORTATION
ENGINEERING CONSULTANTS SECTION**

**STATEMENT OF QUALIFICATIONS PACKAGE
FOR CONTRACT NO. 07-13**

**DESIGN OF ESTRELLA FREEWAY (SR303L),
HAPPY VALLEY ROAD TO LAKE PLEASANT
PARKWAY(INTERIM ROADWAY)
AND
303L, LAKE PLEASANT PARKWAY
TO I-17**

MULTIPLE SELECTION



October 2006

STATEMENT OF QUALIFICATIONS PACKAGE FOR

**CONTRACT NO. 07-04
DESIGN OF ESTRELLA FREEWAY (SR303L)
HAPPY VALLEY ROAD TO LAKE PLEASANT
PARKWAY (INTERIM ROADWAY)
& 303L, LAKE PLEASANT PARKWAY TO I-17
TRACS # H7156 01D, H7157 01D**

MULTIPLE SELECTION

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SECTION I
PUBLIC ADVERTISEMENT

FOR PUBLICATION NOVEMBER 8, 2006 and NOVEMBER 15, 2006
IN THE TRIBUNE NEWSPAPERS.
(Mesa Tribune, Chandler Arizonan & Tempe Daily News)

ARIZONA DEPARTMENT OF TRANSPORTATION
ENGINEERING CONSULTANTS SECTION

PUBLIC NOTICE FOR DESIGN OF

Estrella Freeway (SR303L), Happy Valley Road to Lake Pleasant Parkway (Interim Roadway)
&
Estrella Freeway (SR303L), Lake Pleasant Parkway to Interstate 17 (Interim Roadway)

MULTIPLE SELECTION

ECS CONTRACT NO. 07-13

TRACS NO. H7156 01D, H7157 01D

Statements Due: November 22, 2006

The **ARIZONA DEPARTMENT OF TRANSPORTATION** is accepting Statements of Qualifications from firms to provide professional engineering services to design the Estrella Freeway (SR303L) between Happy Valley Road and Lake Pleasant Parkway and the Estrella Freeway (SR303L) between Lake Pleasant Parkway and Interstate 17.

Statements of Qualifications will be received until **4:00 p.m.** Arizona Time on the above referenced date at ADOT Engineering Consultants Section, 205 South 17th Avenue, Room 293E, Mail Drop 616E, Phoenix, Arizona, 85007. **No Statements will be accepted after the time specified.**

For further information contact ADOT Engineering Consultant Section, (602) 712-7525 or www.azdot.gov/Highways/ECS/. Statement of Qualification packages for Contract 07-13 are available for pickup at the ADOT Engineering Building, 205 South 17th Avenue, Room 293E, Phoenix, Arizona, 85007.

SECTION II
INFORMATION COPY TO CONSULTANTS

ARIZONA DEPARTMENT OF TRANSPORTATION
ENGINEERING CONSULTANTS SECTION

INFORMATION COPY TO CONSULTANTS

REQUEST FOR STATEMENTS OF QUALIFICATION FOR
CONSULTANTS INTERESTED IN
PROVIDING PROFESSIONAL ENGINEERING SERVICES FOR

Design of Estrella Freeway (SR303L), Happy Valley Road to Lake Pleasant Parkway (Interim Roadway)
&

Design of Estrella Freeway (SR303L), Lake Pleasant Parkway to Interstate 17 (Interim Roadway)

IN MARICOPA COUNTY

MULTIPLE SELECTION

ECS CONTRACT NO. 07-13

TRACS NO. H7156 01D, H7157 01D

Statements Due: **November 22, 2006**

Statements of Qualifications expressing interest in the project will be received until 4:00 P.M. (Arizona Time) on the date shown above, at the office of Engineering Consultants Section, 205 South 17th Avenue, Room 293E, Mail Drop 616E, Phoenix, Arizona 85007. NO Statements will be accepted after the time specified.

Statements will be accepted from any firm or corporation who is properly registered with the Arizona Board of Technical Registration and who has a principal or officer responsible for this contract that is properly registered with the Arizona Board of Technical Registration at the time the Statements of Qualifications are due.

The selected consultant(s) will provide professional engineering services for design of the interim roadway for State Route Loop 303 (Estrella Freeway) from Happy Valley Road to Lake Pleasant Parkway, and for design of the interim roadway for State Route Loop 303 (Estrella Freeway) from Lake Pleasant Parkway to Interstate 17. Interested consultants are advised that the Lake Pleasant Parkway to Interstate 17 may include design of the connection between SR303L and existing SR74 (Carefree Highway) pending funding by Maricopa Association of Governments.

The consultant may be required to perform services including, but not limited to: Roadway design, bridge design, drainage design, traffic design, and related engineering design services.

Effective this date, November 8, 2006 no further contact is allowed with the Project Manager, any members of Valley Project Management Group, or with Parsons Brinckerhoff as it relates to these projects with the following exception:

In lieu of a Pre-Submittal meeting, the Department has chosen the option to dedicate the dates of November 14th and 15th, 2006 to allow any firm to make an appointment with Steve Beasley, ADOT Project Manager, telephone (602) 712-7645, for a maximum of fifty minutes. At that time, the Project Manager will answer the consultant's specific questions.

Questions of an administrative or contractual nature can be directed to Nina Stanley, Contract Management Specialist, Engineering Consultants Section, telephone (602) 712-7851.

The Engineering Consultants Section Statement of Qualifications format for Contract No. 07-13 shall be followed when expressing interest in this project. The Statement of Qualifications package, or information regarding same, may be obtained from the address shown above, telephone (602) 712-7525. **Statements of Qualifications not following the correct format will be rejected.**

In order to qualify for selection, a firm must have on file with the Department a current "Prequalification Statement" or submit same with the Statement of Qualifications. Prequalification Statement forms may be obtained from the address shown above, telephone (602) 712-7525.

The Department may select two (2) firms from among those submitting Statements of Qualification for further consideration.

Contract No. 07-013, Design of Estrella Freeway (SR303L), Happy Valley Rd to Lake Pleasant Pkwy (Interim Roadway)

Contract No. 07-014, Design of Estrella Freeway (SR303L), Lake Pleasant Pkwy to Interstate 17 (Interim Roadway)

****The Statement of Qualifications will be based solely on the Scope of Work for the Estrella Freeway (SR303L), Happy Valley Road to Lake Pleasant Parkway (Interim Roadway) project. Selected firms will be allowed to choose their preferred contract based on rank order.**

The selected consultant and their subconsultants will be required to submit the Consultant Audit Questionnaire and comply with the Advance Agreement Checklist as detailed in SECTION IX of the SOQ Package.

All material submitted in accordance with this solicitation becomes the property of the State of Arizona.

Lobbying certification/disclosure certification statement will be required in the introductory letter from those submitting Statements of Qualifications.

The right is reserved by the Department to reject any and all Statements of Qualification.

Professional Liability Insurance will be required.

The Boiler Plates for all Engineering Consultant Section Contracts are not negotiable.

Partnerships (joint-ventures) will not be considered.

Reviewing the successful Proposal(s) would be allowed but copying is not permitted.

Inclusion of work hour and/or plan sheet estimates in the SOQ will not be allowed.

SECTION III

STATEMENT OF QUALIFICATIONS FORMAT INSTRUCTIONS

**ENGINEERING CONSULTANTS SECTION
STATEMENT OF QUALIFICATIONS FORMAT INSTRUCTIONS
CONTRACT NO. 07-13**

Provided for your use is the format for submission of a STATEMENT OF QUALIFICATION.

1. (6) COPIES OF THE STATEMENT OF QUALIFICATION ARE REQUIRED BY ADOT.
2. There is a TOTAL PAGE LIMIT of FOURTEEN (14) pages. The proposal may include clear report covers, covers, dividers, table of contents, tables, figures, maps, etc., but these must fit within the 14 page limit. A page shall be 8 1/2 X 11 inches, blank, or printed on one side only. Fold out pages are not allowable.
3. The SOQ proposal must follow the format outlined below:

	<u>FORMAT CONTENT</u>	<u>MAXIMUM POINTS</u>	<u>TOTAL NUMBER OF PAGES</u>
	FRONT COVER (Optional, but if included will count as a page)		
PART A	INTRODUCTORY LETTER		
PART B	EVALUATION CRITERIA May include information to support Criteria.		
	1. Project Understanding & Approach	40	
	2. Project Team	35	
	3. Firms Capability	20	
	4. Location of Work	5	
PART C	CONSULTANT FIRM INFORMATION PAGE		
	BACK COVER (Optional, but if included will count as a page)		
		<u>TOTAL POINTS</u>	<u>TOTAL PAGES</u>
	TOTAL POINTS	100	<u>14</u>

4. Any amendments issued on the SOQ and included in the SOQ, as required, will NOT be counted as pages.
5. Submissions failing to follow all instructions outlined above will be rejected and the Consultant notified in writing of the reason(s) for rejection.

ENGINEERING CONSULTANTS SECTION
Statement of Qualifications
Format and Evaluation Criteria
for Contract No. 07-13

The following describes more specifically, the content of each part.

PART A, INTRODUCTORY LETTER

The introductory letter should be addressed to:

Arizona Department of Transportation
Engineering Consultant Section
205 South 17th Avenue
Room 293E, Mail Drop 616E
Phoenix, Arizona 85007

The introductory letter should contain the following items:

- An expression of the firm's interest in being selected for the project.
- A statement that the firm is pre-qualified with ADOT, or that the necessary pre-qualification information is being submitted with the proposal.
- A statement confirming the commitment of the key personnel identified in the submittal to the extent necessary to meet ADOT's quality and schedule expectations.
- Provide name and Professional Engineers registration number of the principal or officer responsible for this contract that is properly registered with the Arizona Board of Technical Registration at the time the Statements of Qualifications are due.
- A summary of key points regarding the firm's qualifications.
- A statement that the Consultant certifies, by signing and submitting this proposal to the best of his or her knowledge and belief, that no Federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned for the purpose of lobbying (Refer to Section V).

PART B, EVALUATION CRITERIA

The information that should be included in the discussion of qualifications is outlined here.

1. Project Understanding and Approach
 - a. Discuss generally the tasks involved in this project. Identify any special issues or problems that are likely to be encountered. Demonstrate clearly and concisely your understanding of the technical and institutional elements with which the consultant must deal.
 - b. Outline your proposed approach for dealing with the tasks and issues of this project. Provide a tentative schedule indicating the duration and functional relationship of major tasks and key events. A graphical depiction may be included with the evaluation criteria.
 - c. Explain how your firm will use Partnering in this project. (Relates to Construction Administration only.)

2. Project Team

Identify your proposed project team and its collective qualifications for this particular project. In particular, discuss the following:

- a. **Project Principal.** Identify the person who (1) will be responsible for ensuring that adequate personnel and other resources are made available for this project; (2) will handle contractual matters, and; (3) will be ultimately responsible for the quality and timeliness of the consultant's performance. State that person's position and authority within the firm. Discuss previous similar projects for which this person has performed a similar function.
- b. **Project Manager.** State who will actively manage this project. Identify any projects that person will be involved with concurrently and time committed to each project. List recent similar projects for which this person has performed a comparable function. Discuss relevant experience, professional registrations, education and other components of qualifications applicable to this project.
- c. **Project Engineer(s) and/or Other Key Personnel.** Identify other members of the project team including subconsultants that provide special expertise or will perform key tasks. Describe their anticipated roles. Discuss their relevant experience, registration, education and other elements of qualification applicable to this project.
- d. **Construction Cost Estimator.** Specify who will be responsible for construction cost estimating and that persons relative experience on projects similar to the one being submitted on.

3. Firm Capability

- a. Discuss recent relevant experience of the firm. Projects listed should be similar in nature to the current project and to the extent possible involve team members proposed for this project.
- b. Discuss quantitatively how this project would impact the current and anticipated workload of the office, which will perform this work. If "staffing up" will be necessary, discuss which areas and how that would be accomplished.
- c. Describe any special equipment, software or other resources your firm has which will enhance your ability to accomplish this project. If you propose to use CADD, describe the applicable training and experience of your staff and identify any previous projects for which you have used CADD.
- d. Describe your internal procedures for developing, monitoring and maintaining project schedules and budgets.
- e. Describe your internal quality control procedures.
- f. Describe any notable expertise, increase in capacity or other special capabilities of your subconsultants that are critical to your proposal.
- g. Describe how your quality program would enhance the development of this project.
- h. Describe your internal procedures for providing partnering education and development. (If applicable)

4. Location of Work

Describe where the key elements of this work will be performed by the Prime Consultant and the Subconsultants. ECS will award points based on the following criteria:

Less than 50% of all work done in state	0 points
At least 50% but less than 95% of all work done in state	1 point
At least 95% of all work done in state	3 points
100% of all work by the Prime and Subconsultants must be performed in State. Prime must be project convenient (within 35 miles of principal job site).	5 points

PART C, CONSULTANT FIRM INFORMATION SHEET

Complete the form provided or a facsimile thereof and include as a part of your submittal.

ENGINEERING CONSULTANTS SECTION
Proposal Evaluation Form

Questions, which the review panel will generally be seeking to answer in their evaluation, are listed here. The maximum points available for each category are indicated, though the relative weighting of items within each category is up to the discretion of the individual reviewers.

1. PROJECT UNDERSTANDING AND APPROACH (Maximum 40 points)

- Does the consultant understand the nature and scope of the project and the major tasks and issues that will need to be addressed?
- Has the consultant correctly identified any special problems that are likely to be encountered?
- Does the consultant appreciate the interrelation and relative importance of the various project issues?
- Has the consultant's understanding of the project been expressed clearly and concisely?
- Has the consultant proposed logical approaches for dealing with the project tasks and issues?
- Does the schedule incorporate all the major tasks and events? Does it reflect the interrelationship of important project elements and events? Is the proposed timing realistic?
- Does the consultant understand its responsibilities for the project?

2. PROJECT TEAM (Maximum 35 points)

- What is the level of ability and experience of the proposed project manager? What is the person's record of accomplishing similar projects in the past in terms of (1) quality of work? (2) Meeting schedules, (3) responsiveness to special needs and concerns of the client? Is this individual familiar with specific ADOT standards and procedures?
- Does the person identified as ultimately responsible for the consultant's performance have the authority necessary to commit firm resources, and to act on behalf of the consultant regarding contractual matters and disputes? What is this person's experience and record of performance on past projects of similar type and magnitude? Has this individual been responsive to ADOT and/or other clients in the past?
- Do other key members of the project team (including subconsultants) provide the range and level of expertise necessary to deal with the scope of this project? Are these individuals familiar with specific ADOT standards and procedures? Have they worked together as a team before?
- Specify who will be responsible for construction cost estimating and that persons relative experience on projects similar to the one being submitted on.

3. FIRM CAPABILITY (Maximum 20 points)

- What level of experience relevant to this project does the consultant have? Are the firm's employees with the relevant experience participating in this project? Is the consultant familiar with ADOT standards and procedures? Has the firm shown a particular commitment to this type of work?

3. FIRM CAPABILITY (continued)

- Has the consultant provided quantitative data indicating that qualified personnel will be available for this project? Does the consultant realistically have the ability to add qualified staff if needed for this project or other projects that happen to come on line before this project is completed?
- Will this project benefit from the use of CADD? If so, does the consultant have the type and amount of CADD equipment appropriate for this project? Is the consultant's staff suitably trained and experienced in the use of CADD? Has the consultant successfully used CADD on past ADOT or similar projects?
- Does the firm have other special equipment or software that will be beneficial to this project? Are current staff members familiar with its use? Has it been used successfully before on ADOT or other similar projects?
- Is the consultant's approach for developing and maintaining the project budget and schedule sound? Has the consultant used these procedures successfully on ADOT or similar projects in the past? Are proposed measures to avoid or make up slippage on the schedule realistic?
- Is the consultant's quality control program suitable? Has it been used successfully by the consultant on ADOT or similar projects in the past?
- If one or more subconsultants are critical to the consultant's proposal, do these firms have the technical expertise, available personnel and record of performance appropriate for their anticipated roles?

**STATEMENT OF QUALIFICATIONS/SELECTION
PANEL COMMENT FORM**

FIRM NAME _____ # _____

PANEL MEMBER _____ # _____

1. PROJECT UNDERSTANDING AND APPROACH

What did you like about the firm's understanding and approach?

What did you dislike about the firm's understanding and approach?

What did you think about the way the firm handled special problems and/or special situations?

What did you think about the schedule?

What parts of the understanding and approach did you think were well done?

What suggestions would you make to the firm to improve this section for the next time?

SCORE (40 Maximum) _____

PANEL COMMENT FORM - PAGE TWO

FIRM NAME_____#_____

PANEL MEMBER_____#_____

2. PROJECT TEAM

Team Strengths:

Team Weaknesses :

How are the team member's qualifications geared to this specific project?

SCORE (35 Maximum) _____

3. FIRM'S CAPABILITIES

Firm's strong areas as related to this project :

Firm's weak areas as related to this project:

FIRM NAME _____ # _____ PANEL MEMBER _____ # _____

3. **FIRM'S CAPABILITIES, CONTINUED**

How did the firm fit the subconsultant's qualifications/duties into overall picture?

SCORE (20 Maximum) _____

(SCORES ARE TO BE ENTERED AND TOTALED ON SCORE SHEET)

=====

OTHER:

Any comments on the format and presentation of the SOQ?

Any other comments or suggestions?

SECTION IV

CONSULTANT FIRM INFORMATION PAGE

PART C - CONSULTANT FIRM INFORMATION PAGE

CONTRACT NO.: _____

CONTACT PERSON: _____

E-MAIL ADDRESS: _____

CONSULTANT FIRM: _____

ADDRESS: _____

CITY, STATE ZIP: _____

TELEPHONE: _____

FAX NUMBER: _____

ADOT CERTIFIED DBE FIRM? _____

AFFIRMATIVE ACTION ON FILE WITH ADOT? _____

SUBCONSULTANT(S)	TYPE OF WORK	ADOT CERTIFIED DBE FIRM
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

NOTE: The Consultant Firm Information Page must be a separate full page and is included in the total page count. This page is not evaluated by the Selection Panel, but is used by Engineering Consultants Section for administrative purposes.

SECTION V
LOBBYING CERTIFICATION

Lobbying Certification

The Consultant certifies, by signing and submitting this proposal (see statement in "Introductory Letter"), to the best of his or her knowledge and belief, that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract grant, loan, or cooperative agreement.
- (2) If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. Copies of Form-LLL "Disclosure Form to Report Lobbying", are available at ADOT Engineering Consultants Section, 205 S. 17th Avenue, Mail Drop 616E, Room 293E, Phoenix, AZ 85007.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, and U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The proposer also agrees, by submitting its proposal, that it shall require that the language of this certification be included in all subcontracts and lower tier subcontracts which exceed \$100,000 and that all such subcontracts and lower tier subcontractors shall certify and disclose accordingly.

The Department will keep the Consultants certification on file as part of their original proposals. The Consultant shall keep individual certifications from all subcontractors and lower tier subcontractors on file. Certifications shall be retained for 3 years following completion and acceptance of any given project.

Disclosure forms for the Prime Consultant and or their subcontractors and lower tier subcontractors shall be submitted to the Contract Manager at the date Statements of Qualifications are due, when said subcontracts exceed \$100,000. During the performance of the contract the Consultant and any affected subcontractors shall file revised disclosure forms at the end of each calendar year quarter in which events occur that materially affect the accuracy of any previously filed disclosure form. Disclosure forms will be submitted by the Contract Manager to the Federal Highway Administration for further processing.

SECTION VI

ADOT EMPLOYEE POST EMPLOYEE EMPLOYMENT RESTRICTIONS

SUPPLEMENTAL SERVICES RESTRICTIONS



FIFE SYMINGTON
Governor

LARRY S. BONINE
Director

ARIZONA DEPARTMENT OF TRANSPORTATION

INTERMODAL TRANSPORTATION DIVISION
ENGINEERING CONSULTANTS SECTION
205 South 17th Avenue - Room 293E, Mail Drop 616E
Phoenix, Arizona 85007



THOMAS G. SCHMITT
State Engineer

March 7, 1996

Engineering Consultants Section

INFORMATION BULLETIN 96-04

TO: CONSULTANTS

FROM: ENGINEERING CONSULTANTS SECTION

SUBJECT: ADOT Employee Post Employment Restrictions

The purpose of this bulletin is to provide guidance to consultants in the employment of current or former ADOT employees to work on contracts administered by the Engineering Consultants Section. The following guidelines and policy are intended to avoid actual or perceived conflicts of interest. The reference to "current ADOT employee" applies to both full time employees and temporary employees.

1. A current ADOT employee cannot be employed by a consultant to work on active ADOT contracts.
2. A current ADOT employee cannot be included in a Statement Of Qualifications proposal for an ADOT consultant contract as an owner, an individual, or as a member of the consultants team. If an employee resigns to comply with this rule their last day of ADOT employment must be prior to the date that the proposals are due.
3. If a current or former ADOT employee is employed by a consultant which has an active ADOT contract for which the employee was a decision maker in the selection process or negotiated/approved billings or contract modifications, the employee is prohibited from working on these contracts (Policy and Implementation Memorandum 92-12)



Arizona Department of Transportation
Intermodal Transportation Division

206 South Seventeenth Avenue Phoenix, Arizona 85007-3213

Janet Napolitano
Governor

Victor M. Mendez
Director

Debra Brisk
Deputy Director

August 18, 2004

REVISED
INFORMATION BULLETIN NO. 04-05

TO. ADOT Project Managers/Monitors, Resident Engineers
And Consultant Engineering Firms

FROM. Engineering Consultants Section

SUBJECT: CONFLICT OF INTEREST
SUPPLEMENTAL SERVICES RESTRICTIONS

The purpose of this bulletin is to provide guidance to firms supplying supplemental service employees to ADOT under contracts administered by the Engineering Consultants Section (ECS).

The following restrictions are intended to avoid actual or perceived conflicts of interest. The reference to "ADOT contract employee" applies to both full time and part time contract employees.

1. A current ADOT contract employee cannot be included in a Statement of Qualifications proposal for an ADOT consultant contract as a member of the consultant's team. Exceptions would be:
 - a. if the contract employee resigns to comply with this rule their last day of ADOT contract employment must be prior to the date that the proposals are due; or
 - b. if the employee's contract is in it's third year and within 4 months of the contract completion date; or
 - c. if the Department exercises it's option not to extend the existing contract.
2. If a current or former ADOT contract employee is employed by a consultant which has an active ADOT contract for which the contract employee was a decision maker (for example, involved in the final scope preparation, involved in the selection process or negotiated/approved billings or contract modifications), the employee is prohibited from working on these contracts.

As of this date, a copy of this information bulletin will be included in each ECS Statement of Qualifications package

If a waiver is requested from the above restrictions, a statement must be submitted to ECS describing the nature of their involvement prior to proposal submittal or work assignment. Resolution of potential conflicts of interest will be determined by ECS in conjunction with the applicable Deputy State Engineer.

SECTION VII

PROJECT SUMMARY REFERENCE MATERIAL AVAILABILITY

**REFERENCE MATERIAL
FOR
CONTRACT NO. 07-13**

**ESTRELLA FREEWAY (SR303L),
HAPPY VALLEY ROAD TO LAKE PLEASANT
PARKWAY (INTERIM ROADWAY)**

The following documents regarding this project will be available at the following ftp site for the Consultant to review:

<ftp://ftp.azdot.gov>
Username: ECS
Password: Ecs_01

*Password is case sensitive

**SITE LOCATION MAPS (See Appendix A of Scope of Work)
LIST OF REFERENCE MATERIALS AVAILABLE**

Miscellaneous Reports and Studies for this project

- A. Location/Design Concept Report - Final pending
- B. Environmental Assessment - Final pending
- C. Stage II (30%) Design – prepared by Parsons Brinckerhoff, including:
 - 1. Project Plans and Cross Sections
 - 2. Initial Traffic Report
 - 3. Initial Drainage Report
 - 4. Initial Utility Report
 - 5. Preliminary Bridge Foundation Evaluation
 - 6. Preliminary Bridge Selection Reports for:
 - ^a Happy Valley Road TI OP(NB & SB)
 - ^a Jomax Parkway Ramp A and Ramp B
 - ^a Lone Mountain Parkway TI OP(NB & SB)
 - ^a Beardsley Canal Bridge (NB & SB)
 - ^a Agua Fria River Bridge (NB & SB)
 - ^a Lake Pleasant Parkway TI UP

SECTION VIII
SCOPE OF WORK

ARIZONA DEPARTMENT OF TRANSPORTATION
INTERMODAL TRANSPORTATION DIVISION
VALLEY PROJECT MANAGEMENT GROUP

SCOPE OF WORK

303 MA 025 H7156 01D
Happy Valley to Lake Pleasant

303 MA 025 H7157 01D
Lake Pleasant To I-17

NEW FREEWAY CONSTRUCTION

October 2006

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SECTION 100 - GENERAL INFORMATION

NOTE: This scope of work is presented in two parts. The Project Scope of Work is contained in this section. It includes information specific to this project.

The section Dictionary of Standardized Work Tasks is presented as a section within the scope of work. It includes information that is common to consultant design contracts. The description of work tasks is presented in Dictionary of Standardized Work Tasks. Not all the work tasks described are necessary on every project.

110 Location

The Arizona Department of Transportation (ADOT), the Maricopa Association of Governments (MAG), and key local transportation agencies are actively planning and expanding the Maricopa County freeway system to address regional travel needs in the future. The Estrella Freeway or State Route Loop 303 (SR303L) is a 40-mile long planned new freeway in the western and northwestern portions of the Greater Phoenix Metropolitan Area.

This segment of the SR303L freeway is within the City of Peoria and the City of Phoenix limits in Maricopa County, Arizona. The project limits for the Happy Valley Road to I-17 (Interim) section are from approximately MP 25.23 to MP 37.62.

See attached Location map in Appendix A.

120 Description

The Estrella Freeway, SR303L, is part of the Regional Transportation Plan Freeway Program (RTPFP) adopted by the Maricopa Association of Governments (MAG) in November 2003. It extends from the future SR801 (I-10 Reliever) near MC85 north to Interstate 10 (I-10), across US60 (Grand Avenue), and then to the northeast to connect with Interstate 17 (I-17). The RTPFP funds the installation of a six-lane freeway facility, with three lanes in each direction of travel (3 general purpose lanes, no HOV lanes; referred to as 3+0 lane arrangement).

The Happy Valley Road to I-17 (Interim) segment is the first phase of a two-phase implementation plan to construct the Estrella Freeway as a 3+0 freeway. The initial phase will construct the outside travel lanes of each directional roadway resulting in a 4-lane divided roadway/expressway. This 12.4 mile four-lane extension will connect the existing four-lane roadway from south of Happy Valley Road to I-17. The second phase will construct one additional general purpose lane on the median side in each direction of travel to provide a six-lane divided freeway (3+0 concept) from US60 (Grand Avenue) to I-17 including all local access interchanges and a system interchange with I-17. The second phase is anticipated to occur approximately five years after implementation of the first phase.

The implementation of the 12.4 mile-long Happy Valley Road to I-17 (Interim) segment is divided into two (2) design and construction projects:

- Happy Valley Road to Lake Pleasant Parkway (6.6 miles)
- Lake Pleasant Parkway to I-17 (5.8 miles). This section may include the Segment 4 Connection to SR 74, pending funding by Maricopa Association of Governments

This Scope of Work is for the Happy Valley Road to Lake Pleasant Parkway design project. The design of the Lake Pleasant Parkway to I-17 segment **is not a part of this scope of service**. The work on this project includes the following:

Happy Valley Road to Lake Pleasant Parkway (Interim)

This project includes the final design and preparation of construction plans, specifications and estimate (PS&E) for constructing the interim SR303L from approximately 2550 feet south of Happy Valley Road to approximately 30 feet east of Lake Pleasant Parkway. The interim roadway will generally consist of four general purpose lanes, two in each direction of travel. The initial phase of the 2+0 roadway concept (2 general purpose lanes + 0 HOV lanes) will include construction of local access interchanges at Happy Valley Road, Lone Mountain Parkway and Lake Pleasant Parkway. At the future TI location of Jomax Parkway, where the freeway will be elevated over the crossroad, the SR303L through traffic will be carried on widened two-lane entrance and exit ramps. At the future traffic interchanges of Westland Drive and 96th Avenue where the crossroad will pass over the freeway, the SR303L travel lanes will be constructed along the freeway alignment. An appropriate end-of-freeway condition for westbound traffic is to be evaluated and included at Lake Pleasant Parkway. The right-of-way and offsite drainage improvements necessary to accommodate the ultimate 3+0 lane arrangement will be implemented with this project. Mainline bridge structures will be constructed to accommodate the 3+0 freeway section with auxiliary lanes as required. The mainline profile of SR303L will be generally elevated with the exception of Westland Drive, 96th Avenue and Lake Pleasant Parkway where the freeway will be depressed.

New structures will be provided at eleven locations including Happy Valley Road TI OP (NB & SB), Jomax Parkway Ramp A and Ramp B over Beardsley Canal, Lone Mountain Parkway TI OP (NB & SB), Beardsley Canal Bridge (NB & SB), Agua Fria River Bridge (NB & SB), and Lake Pleasant Parkway TI UP. A system of drainage channels located along the west side of the freeway will convey the offsite drainage generally to the south and west to the nearest crossing of the roadway. Utility conflict resolution will be required including relocation of a 20-inch high-pressure gas line at Lake Pleasant Parkway.

The final design plans, specifications and estimate will be prepared based upon Stage II (30%) documents prepared by Parsons Brinckerhoff. The design shall be compatible with and not preclude the future construction of eight general purpose lanes, four in each direction of travel in addition to one high occupancy vehicle (HOV) lane in each direction. A detailed description of the project elements is included in Section 401.

- A. The Design firm shall design and prepare construction plans, technical specifications, quantity computations and related construction documents including: structural selection reports, structural design, traffic design, foundation investigations (roadway and bridge) and roadway drainage reports. **All of the above shall be in English units.**
- B. The project involves the design of proposed improvements which will provide an interim four-lane roadway that utilizes a combination of exterior general purpose lanes and entrance and exit ramps to carry traffic as shown in the Stage II (30%) plans. The design shall consider future trail and multi-use pathways within the project limits.
- C. The Consultant shall perform all supplemental surveys as needed for the design of the proposed roadway, drainage, bridge and traffic improvements.

- D. The Consultant shall delineate the right-of-way needed for the ultimate freeway facility. ADOT will prepare the right-of-way plans.
- E. Traffic control requirements will be addressed by reference to the Manual of Uniform Traffic Control Devices (MUTCD), 2003 edition (ADOT has not adopted Revision 1 to the 2003 MUTCD edition).
- F. The Consultant shall perform a traffic noise impact analysis based on the final roadway horizontal and vertical alignment to determine final soundwall locations and heights.
- G. The Consultant shall incorporate in the design all mitigation measures identified in the Draft Environmental Assessment for Estrella Freeway, SR303L Happy Valley Road to 43rd Avenue (August 2006). The Final Environmental Assessment is anticipated in November of 2006.
- H. The Consultant shall provide post design services as necessary for successful completion of the construction project.

130 Purpose

The purpose of this project is to prepare the project plans, specifications, estimates, associated documents and permits necessary for construction of the interim SR303L from Happy Valley Road to Lake Pleasant Parkway.

140 Construction Cost

This construction project is included in the ADOT Regional Transportation Plan Proposed Tentative FY 2007-2012 Transportation Facilities Construction Program, which includes \$177 Million in FY2008 and \$134 Million in FY2009 for the SR303L Happy Valley Road – I-17 segment. This project constitutes a portion of the total project. Estimated Construction cost for the Happy Valley Road to Lake Pleasant Parkway segment is \$177 Million.

150 Organization

The Arizona Department of Transportation (ADOT) retains design consultants to perform a variety of engineering services.

160 Length of Services

The length of service is estimated to be 450 calendar days. This begins with the notice to proceed, and includes all reviews by the team and stakeholders through the award of contract. Post design services shall be by a contract modification.

170 Schedule

The Consultant shall complete the project development process so that bid advertisement for this project shall be no later than May 31, 2008. The plan shall include a list of activities, estimated duration and resources as well as a CPM schedule and other information as appropriate.

171 Project Schedule

The consultant shall provide a CPM schedule compatible to ADOT's Primavera scheduling system. It shall include the 20 milestones/flags requested by ADOT. An initial schedule shall be submitted within 3 weeks of the notice to proceed. The schedule submitted shall be customized to reflect the exact needs of the project. Work elements for which ADOT has responsibility shall be included in the schedule.

172 Project Schedule Updates

The Consultant shall submit monthly updates to the approved schedule by the 18th of the month. The consultant shall status activities in the schedule in accordance with a schedule furnished by ADOT. Changes to the schedule logic will be submitted to the ADOT project manager for approval. If the milestones show negative float, the consultant shall include a narrative of corrective solutions to put the design schedule back on time for delivery.

173 Monthly Progress Meetings

The consultant shall arrange and attend a regularly scheduled monthly progress meeting with the ADOT Project Manager and project team members. The consultant shall record "minutes" of the progress meeting. The "minutes" shall be distributed to the team within 10 calendar days of the meeting.

180 Responsibility Chart

Appendix B is a chart indicating the division of responsibilities between the consultant, ADOT and other stakeholders. This chart is intended as a "checklist", in the event of conflict the written Scope of Work shall take precedence.

190 Environmental Documents

The Draft Environmental Assessment (EA) for Estrella Freeway, SR303L Happy Valley Road to 43rd Avenue (August 2006) should be used as a reference. Mitigation measures listed in the Environmental Assessment shall be incorporated into the project design. A Public Hearing was held Sept.6, 2006 to present the findings of the Environmental Assessment to the public. The Final EA is expected to be available by November 2006.

SECTION 200 - DESIGN REFERENCES

Design references developed and published by ADOT and other agencies and adopted by ADOT for use in the design of this project are listed in the ADOT Project Development Process Manual, ADOT Landscape Design Guidelines, ADOT Erosion and Pollution Control Manual for Highway Design and Construction, and the ADOT Roadway Design Guidelines. The Consultant is advised that while possession of all of these documents is not necessary to successfully complete the project, the Consultant is responsible for designing in accordance with the applicable documents and current revisions and supplements thereto. The following documents were produced for this project and will be available to the selected design Consultant.

210 Miscellaneous Reports and Studies for this project

- A. Location/Design Concept Report - Final pending
- B. Environmental Assessment - Final pending
- C. Stage II (30%) Design – prepared by Parsons Brinckerhoff, including:
 - 1. Project Plans and Cross Sections
 - 2. Initial Traffic Report
 - 3. Initial Drainage Report
 - 4. Initial Utility Report
 - 5. Preliminary Bridge Foundation Evaluation
 - 6. Preliminary Bridge Selection Reports for:
 - Happy Valley Road TI OP(NB & SB)
 - Jomax Parkway Ramp A and Ramp B
 - Lone Mountain Parkway TI OP(NB & SB)
 - Beardsley Canal Bridge (NB & SB)
 - Agua Fria River Bridge (NB & SB)
 - Lake Pleasant Parkway TI UP

220 AASHTO Publications

ADOT references and publications shall control the work, and any necessary supplementation should be provided by appropriate AASHTO and/or FHWA references. The ADOT Project Manager will provide guidance and direction.

SECTION 300 - DESIGN CRITERIA

Design of this project and preparation of contract documents will be guided by the Design Criteria presented in the ADOT Roadway Design Guideline Manual. This document was prepared to establish uniform design policies, design procedure guidelines, and criteria. Deviation from the policies and criteria may be permitted with the approval of ADOT. These design criteria will serve as the basis for referencing the project design standards and guidelines referenced in Section 200.

301 Supplemental Design Criteria

The design criteria listed in this section and the Project Design Guidelines may be supplemented by Project Design Memorandums provided by ADOT during the course of the project.

310 General

- Design Year - 2030
- Design Speed -

SR303L:	65 mph (min.)
Service Interchange Ramps:	
- Exit Gores:	60 mph (min.)
- Entrance Gores:	55 mph (min.)
- Ramp Body:	50 mph (min.)
- Crossroad Intersection:	35 mph (min.)
Crossroads:	45 mph (min.)
Detours:	
- Crossroads	35 mph (min.)
- Pavement Design Life - 20 years
- Drainage – See Initial Drainage Report and Roadway Design Guidelines

SECTION 400 - DESIGN WORK PERFORMED BY CONSULTANT

The Consultant shall be responsible for the design work and preparation of construction documents outlined in this section in accordance with the standard design tasks listed in the Dictionary of Standardized Work Tasks. The Consultant shall perform all work in accordance with the most current policies and procedures, unless otherwise directed.

401 Design Features

The Consultant shall be responsible for the design development and construction document preparation for a segment of new four-lane divided roadway for SR303L as specified in Sections 110 and 120. The Consultant shall utilize the Stage II (30%) engineering drawings and reports noted in Section 210 as the framework for this project. The Consultant shall implement the necessary Mitigation Measures noted in the Final Environmental Assessment. The Final Environmental Assessment is anticipated in November of 2006.

The project begins approximately 2550 feet south of Happy Valley Road (MP25.23) and extends north to Lake Pleasant Parkway (MP 31.81). The interim SR303L facility will provide the outside lanes of the roadway including two general purpose lanes in each direction of travel, separated by an open median. The constructed interim facility will utilize a combination of SR303L mainline lanes and widened crossroad ramp pavement to accommodate the traffic movement. Ramp pavement will be utilized at the future Jomax Parkway crossroad location. The constructed roadway width will include pavement area for future auxiliary lanes between service interchanges. The proposed pavement surface is Portland cement concrete pavement (PCCP). Rubberized asphalt will not be constructed under this interim project.

The mainline profile of SR303L will be generally elevated with the exception of Westland Drive, 96th Avenue and Lake Pleasant Parkway where the freeway will be depressed.

Existing crossroads within the project limits include Happy Valley Road and Lake Pleasant Parkway. Lone Mountain Parkway is currently under design by the City of Peoria. Future crossroads include Jomax Parkway, Westland Drive and 96th Avenue. Each crossroad location has been designed to accommodate a compact diamond interchange. Full diamond type interchanges will be provided at Happy Valley Road, Lone Mountain Parkway and Lake Pleasant Parkway. The future traffic interchange concepts at Westland Drive and 96th Avenue have also been evaluated for roundabouts. The final designer shall confirm with ADOT and the City of Peoria the TI types within the project limits at the project onset. The interim design shall accommodate the future TI types as directed by ADOT. Happy Valley Road and Lake Pleasant Parkway will be reconstructed to accommodate the interchange geometrics and provide turning lanes necessary to satisfy the traffic interchange operational requirements. Coordination of project design and construction activities at Lone Mountain Parkway will be required. An appropriate end-of-freeway condition for westbound traffic is to be evaluated and included at Lake Pleasant Parkway.

Temporary detours will be required to maintain existing traffic on Happy Valley Road and SR303L at Happy Valley Road. Local access to existing properties must be maintained during the duration of construction. A new location for the Hatfield Drive access to the APS substation in the southwest corner of SR303L and Happy Valley Road will be required.

The Consultant shall coordinate with the City of Peoria to ensure the design and construction of this project is compatible with the City's transportation and development improvement projects. The City has identified several multi-use path or trail crossings of SR303L within the project limits. Multi-use path

crossings, 8 feet in width, are to be provided at Happy Valley Road, Lone Mountain Parkway and Lake Pleasant Parkway. Future trail crossings of SR303L at the Agua Fria River and the New River are also planned within the project limits. The multi-use paths are an enhancement item and should be incorporated into a joint project agreement with the City. The multi-use paths and trails will be maintained by the City.

Several bridge structures to be designed by the Consultant and ADOT Structures will be required with this project. An itemized listing of the bridge structures is provided in Section 445.

Offsite drainage flows will be collected in a system of drainage channels located along the west side of the freeway. They will convey the offsite drainage generally to the south and west to the nearest crossing of the roadway. Onsite drainage will utilize a conventional storm drain system with gravity flows to drain into the nearest offsite drainage facilities. This project does not require the use of pump stations or detention basins.

A number of existing utilities located along the crossroads will have to be relocated. The Consultant will be required to coordinate location of new and existing utilities and resolve utility conflicts with affected utility companies and agencies.

The Consultant shall coordinate closely with the ADOT Valley Project Manager and other members of the project team, including but not limited to:

- ADOT technical groups
- Federal Highway Administration
- City of Peoria (COP)
- Flood Control District of Maricopa County (FCDMC)
- Arizona State Land Department (ASLD)
- Arizona Department of Environmental Quality (ADEQ)
- United State Army Corp of Engineers (USACE)

The Consultant will be required to coordinate with the SR303L Management Consultant and the design consultant for the SR303L , Lake Pleasant Parkway to I-17 project.

405 AASHTO Design Criteria Report – Not Applicable

410 Surveys and Mapping

The photogrammetric survey and mapping for this project will be provided by ADOT using the NAD 1983 and NAVD 1998 datum. All information will be developed in English units. The grid adjustment factor (GAF) of 1.00016 shall be used to convert the GDACS horizontal control point values (grid values) to ground coordinates for use on the project.

The Consultant shall use the DTM provided by ADOT to prepare roadway and drainage cross sections. If additional surveys are required to design this project, the Consultant shall provide complete field surveys that are suitable for contract document preparation and meet the technical requirements of ADOT and the State Board of Technical Registration. The technical requirements of ADOT are as specified in Section 200, Design References, of this Scope of Work.

The Consultant shall also obtain topographical surveys necessary to complete the project design. The Consultant shall obtain any permits (e.g. ADOT Phoenix Maintenance District, City of Peoria, Flood Control District of Maricopa County, State Land Department, etc.) that may be required prior to beginning field work. A traffic control plan may be required by each agency to obtain a permit for this survey work.

The Consultant shall be responsible for confirming the right-of-way limits shown on the Stage II (30%) documents within sixty (60) calendar days after Notice-to-Proceed. The ADOT Right-of-Way Section On-Call Consultant shall be responsible for setting right-of-way markers. The Consultant shall note the locations in the project plans. The horizontal and vertical datum should be consistent between the construction plans and the right-of-way plans.

The consultant shall be responsible for staking the project center line for review by the project team. This work shall be completed prior to the date the Project team personnel are scheduled to conduct a field review of the project.

415 MATERIALS DESIGN

416 Geotechnical Investigation

The consultants shall prepare a geotechnical investigation work plan including any necessary access roads for the geotechnical work on the new alignment to prepare the Final Geotechnical Report, including bridge foundation and retaining wall recommendations, Final Pavement Design Summary and Final Materials Memorandum.

The Consultant shall review the Preliminary Bridge Foundation Evaluation and preliminary roadway geotechnical boring plan included as Appendix C to the document and prepared as part of the Stage II (30%) design. Preliminary geotechnical field investigations were not performed during the Stage II (30%) plan development. The consultant shall initiate drilling and field work activities to complete the preliminary boring plan which was prepared during the Stage II development. Any revisions to this plan shall be submitted to and approved by ADOT. The Consultant shall implement the final geotechnical investigation plan based upon this information.

417 Earthwork

The Consultant shall evaluate and recommend a stockpile site within ADOT right of way where excess excavation material can be stored. It is anticipated that excess material will be used as embankment east of Lake Pleasant Parkway on the adjacent SR303L project, Lake Pleasant Parkway to I-17. Coordination will be required between the two final design consultants. This project has major cut and fill sections which may warrant special treatments for revegetation and erosion control which should be coordinated with ADOT Roadside Development Section.

420 Environmental Studies

The Draft Environmental Assessment for Estrella Freeway, SR303L Happy Valley Road to 43rd Avenue was completed in August 2006. The Final Environmental Assessment is anticipated in November of 2006. The Consultant shall be responsible for including any mitigation measures that are cited in these documents for incorporation into the design of the project.

The Consultant should refer to the Final EA for additional information. Activities (i.e., geotechnical investigations, survey, etc.) that require soil or vegetation disturbance may not begin until the appropriate environmental clearance (i.e., cultural resource, hazardous material, or biological evaluation) has been obtained by ADOT. ADOT's Environmental Planning Group (EPG), in cooperation with the affected federal, state or local agency, will issue the required clearance.

The Consultant shall coordinate with the ADOT EPG and ADOT Right-of-Way Section as necessary regarding refinements to the project design. Updated environmental clearances may be required for additional right-of-way and/or temporary construction easements.

422 Noise Analysis Technical Report

A study of the present and future noise environment adjacent to the project was conducted during preparation of the EA. No abatement was recommended to mitigate noise impacts based upon ADOT criteria. The Consultant shall update the noise analysis and noise mitigation requirements based on the final horizontal and vertical alignment of SR303L. The Consultant shall ensure that predicted noise levels are not increased, that noise levels do not approach or exceed Noise Abatement Criteria (NAC), and that appropriate noise mitigation is implemented with the project design. The Consultant shall coordinate with the Valley Project Management and Communication and Community Partnership Section to determine if a public meeting is necessary to present the results of the update noise analysis.

424 Archeological Testing and Recovery

ADOT is developing a Programmatic Agreement (PA) with the SHPO and other consulting parties to address how cultural resources will continue to be considered to avoid or reduce adverse impacts as project planning continues. The consultant will be required to carry out additional survey, archaeological testing, data recovery, or other tasks stipulated in the PA.

425 Public Information Meetings

One public information meeting will be held for this project. The purpose of the meeting shall be to inform the public of the scope and status of the project. This meeting is to be coordinated through ADOT Communication and Community Partnership Section.

429 Hazardous Materials Survey

During the development of final plans, ADOT EPG will review the plans for undetermined impacts and potential to encounter hazardous materials.

430 Utilities and Railroad

During preparation of the Stage II (30%) Design, utility designation was performed to determine known existing utilities. Known utility companies within the project area were contacted to confirm existing utility locations and potential relocation concepts. A listing of the utility companies, preliminary utility conflicts and relocation concepts are included in the Initial Utility Report. The Consultant shall verify all utility conflicts and finalize all utility relocations.

The Consultant shall conduct monthly utility coordination meetings with utility companies and agencies. The Consultant shall also coordinate with and inform the utility companies of the permits and licenses required by ADOT and other agencies necessary to complete the utility relocations.

All existing utility “pothole” work shall be completed by ADOT Utility & Railroad section. The Consultant shall coordinate with ADOT Utility & Railroad for all utility potholing necessary to identify potential utility conflicts and complete the project design.

440 Plans and Documents

The Consultant shall prepare plans and documents for construction of the roadway improvements.

445 Bridge Design

Design and construction plans will be required for the following structures:

- Happy Valley Road TI OP (NB & SB)
- Jomax Parkway Ramp A and Ramp B (To be designed by ADOT Structures)
- Lone Mountain Parkway TI OP (NB & SB)
- Beardsley Canal Bridge (NB & SB) (To be designed by ADOT Structures)
- Agua Fria River Bridge (NB & SB)
- Lake Pleasant Parkway TI UP

The consultant shall coordinate the design of the roadway, drainage, traffic, freeway management system, and other features with the bridge designs and ADOT Structures Bridge Group. Provisions for utilities within the bridge structures shall be included in the design per the requirements indicated in the Preliminary Bridge Selection Report and Initial Utility Report.

446 Bridge Selection Report

The consultant shall prepare a Final Bridge Selection Report that includes the following structures: Happy Valley Road TI OP(NB & SB), Jomax Parkway Ramp A and Ramp B, Lone Mountain Parkway TI OP(NB & SB), Beardsley Canal Bridge (NB & SB), Agua Fria River Bridge (NB & SB), and Lake Pleasant Parkway TI UP for ADOT approval. The Final Bridge Selection Report sections for the Jomax Parkway Ramp A and Ramp B and the Beardsley Canal Bridge (NB & SB) will be prepared by ADOT. The Final Bridge Selection Report shall be based upon the bridge concepts included in the Stage II (30%) Preliminary Bridge Selection Report and ADOT review comments received during the Stage II (30%) review period.

450 Roadway Drainage Design

The Consultant shall prepare the SR303L onsite and offsite drainage design in accordance with the Initial Drainage Report, Stage II (30%) plans, the ultimate drainage concept (3+0 & 4+1 lane arrangements) and ADOT review comments received during the Stage II (30%) review period.

The offsite drainage flows will generally be collected in the proposed drainage channels and conveyed to discharge into proposed cross culverts and/or natural watercourses. Onsite drainage will utilize a conventional storm drain system with gravity flows to the nearest offsite drainage facility.

The freeway onsite drainage system shall be designed to account for the ultimate freeway cross section. The storm drain system shall be designed for the interim and ultimate freeway conditions to ensure the ultimate drainage system can be implemented with minimum reconstruction.

453 Section 404 Permit

The Consultant will review the jurisdictional delineation prepared as a part of the Stage II (30%) plans and Federal Emergency Management Agency (FEMA) Flood Insurance Rate Maps for floodplains and floodways in the project vicinity. The project will be designed to minimize floodplain and floodway encroachments. The Consultant shall prepare a USACE Section 404 permit and Section 401 certification applications for each watercourse with the FEMA regulatory floodplain and floodway. The Consultant will be responsible for preparing a Conditional Letter of Map Revision (CLOMR) for each impacted watercourse for ADOT to pass on to the City of Peoria for submission to FEMA for review, comment and approval. The consultant shall be responsible for assembling the required data. The responsibility for generation and accuracy of the data is with the technical unit responsible for providing that technical design.

455 Landscape Architectural Design and Erosion Control

- A. The Consultant shall coordinate with ADOT Roadside Development Section (RDS) and the Project Manager to insure the following elements are incorporated into the project plans:
 - a) Pipe sleeves located to facilitate future placement of landscape irrigation lines across the freeway mainline, ramps, driveways, frontage roads and cross streets.
 - b) Safely accessible utility connections for a future landscape irrigation system to the extent specified by RDS and approved by the Project Manager, typically consolidated in one location, every mile at major crossroads.
 - i) 120V, both metered and non-metered electric service (min. amperage).
 - ii) 2" and 1-1/2" water services, terminating with approved meter-stop.
 - iii) Adequate, relatively flat area for placement of utility devices and ingress/egress of a maintenance vehicle.
 - c) Topsoil plating resources located, quantified, analyzed and categorized using current topsoil investigation procedures. Plan views should show topsoil plating areas, with potential topsoil stockpiling sites (See also E[c] below). Special provisions should prescribe necessary amendments and depths of amendment incorporation, and should reference the topsoil investigation report to direct the Contractor in capturing and amending the soils.
- B. On a project-by-project basis the Consultant shall be responsible for the development and incorporation into the plans elevations, details, cross-sections, construction specifications and cost estimates of various aesthetic rustication patterns and icon concepts provided by ADOT Roadside Development Section and approved by the Project Manager for application to bridges, piers, abutments walkways, slope paving, fencing, gates and other structures.
- C. The Consultant shall be responsible for the assembly and delivery of electronic base drawing files conforming to ADOT Roadside Development Section CADD Base File Criteria, and to the extent possible reflective of design changes which have occurred to date, for the development of subsequent landscape and irrigation construction documents.

- D. The Consultant shall be responsible for the preparation of the Storm Water Pollution Prevention Plan (SWPPP) to meet the requirements of Section 402 of the Arizona Pollutant Discharge Elimination System (AZPDES). This shall include the preparation of:
- a) The SWPPP Standard Sheet and the preparation of temporary and permanent erosion control plans, details, special provisions and cost estimates for the project, all in accordance with the ADOT Erosion and Pollution Control Manual for Highway Design and Construction and recommendations from ADOT Roadside Development Section.
- E. The Consultant shall be responsible for completing all necessary plans, specifications and estimates required to:
- a) Identify and salvage existing plant material as required.
 - b) Preserve and protect existing landscape vegetation and key visual elements on or adjacent to the work site that do not unreasonably interfere with work requirements.
 - c) Site potential Contractor staging area, including community sensitive equipment yards and batch plants. Additionally, a plan for temporary onsite storage of adequately sized topsoil stockpile sites, as well as various earth, waste and demolition components.

460 TRAFFIC ENGINEERING DESIGN

461 Traffic Data - Not Applicable

462 Traffic Control Plans

The Consultant shall develop work zone traffic control and sequence of construction plans, specifications and estimates for the Happy Valley Road to Lake Pleasant Parkway project in coordination with the Lake Pleasant Parkway to I-17 Design Consultant. Traffic control plans shall be prepared for construction of the new freeway and for bridge structures at Happy Valley Road and Lake Pleasant Parkway under traffic. The two Consultants will be responsible for coordinating the work zone traffic control and sequence of construction plans for the entire SR303L interim roadway projects.

463 Roadway Lighting, Traffic Signals and FMS Infrastructure

The Consultant shall comply with ADOT's current lighting and traffic signal policies. The roadway lighting, traffic signal and FMS infrastructure designs shall be based upon the concepts included in the Stage II (30%) plans.

The Consultant shall provide a complete set of roadway lighting construction documents including, but not limited to:

- a) Provide gore lighting at all on and off ramps of constructed traffic interchanges (Happy Valley Road, Lone Mountain Parkway, and Lake Pleasant Parkway) and minimal crossroad lighting consistent with a rural interchange. Subsequent construction phases of the SR303L freeway will install offset lighting.
- b) Underdeck lighting
- c) Sign lighting

The Consultant shall prepare signal plans, specifications and estimates in accordance with ADOT Standards. Traffic signals will be provided at Happy Valley Road TI ramp connections, Lone Mountain Parkway TI ramp connections and Lake Pleasant Parkway TI ramp connections.

The consultant shall coordinate with the local electric utility to provide electrical service in accordance with the requirements of Section 430 of this Scope of Work.

Traffic signal funding, maintenance and energy costs will be discussed with the City of Peoria. An IGA for traffic signal and lighting maintenance will be developed and executed with the City of Peoria. The consultant shall coordinate with ADOT Valley Project Management Group and provide the necessary design data to support the IGA.

The Consultant shall prepare plans, specifications and estimates to include three-3-inch longitudinal conduits and the necessary pull boxes along one side of SR303L for the length of the project to accommodate future FMS facilities. The plans shall also include sleeves under mainline, ramps and crossroads, mainline loop detectors, loop detectors on entrance and exit ramps, and two-lane ramp meters at Happy Valley Road, Lone Mountain Parkway and Lake Pleasant Parkway entrance ramps in accordance with the current ADOT Freeway Management System Design Guidelines. The Consultant shall coordinate the design of the FMS infrastructure features with ADOT Transportation Technology Group. The Consultant shall also coordinate with ADOT to determine the future FMS electrical service locations.

464 Signing and Pavement Marking Plans

The Consultant shall prepare signing and pavement marking plans for all roadways within and approaching the project limits based on the Stage II (30%) signing and pavement marking concepts. The signing and pavement marking designs shall be compatible with and accommodate the signing necessary for the interim and ultimate SR303L facility. Also, where practical, the placement of overhead sign structures and other large features should be evaluated for compatibility with the future SR303L mainline 3+0 lane configuration.

The Consultant shall coordinate with ADOT Traffic Design Section to ensure the signing/pavement marking plans are prepared in accordance with the most current policies and procedures. Any new signs not shown in the ADOT Manual of Approved Signs will be detailed in the plans.

The Consultant shall coordinate with the Design Consultants of the adjacent segments to ensure the project signing and pavement marking design fits into the ultimate guide sign concept for the SR303L corridor.

471 Right-of-Way Requirements Determination

No revisions or additions to the new right-of-way limits and easement requirements, as shown in the Stage II (30%) Submittal will be allowed without the approval of the ADOT Project Manager. Within sixty (60) days of Notice-to-Proceed, the Consultant shall confirm the right-of-way limits shown in the Stage II (30%) documents.

472 Right-of-Way Acquisition

The Consultant shall determine the requirements for additional right-of-way. A preliminary identification of right-of-way was made with the Stage II submittal. ADOT will process acquisition of right-of-way.

The Consultant shall determine the requirements of new right-of-way and easements, including, but not limited to, new roadway right-of-way, slope easements, drainage easements, temporary construction easements, access control right-of-way.

480 Cost Estimates

The Consultant shall prepare combined and detailed estimates.

490 Special Provisions

The Consultant shall prepare Special Provisions for items, details, and procedures not adequately covered by ADOT's Standard Specifications and Stored Specifications.

SECTION 700 - MATERIAL FURNISHED BY ADOT

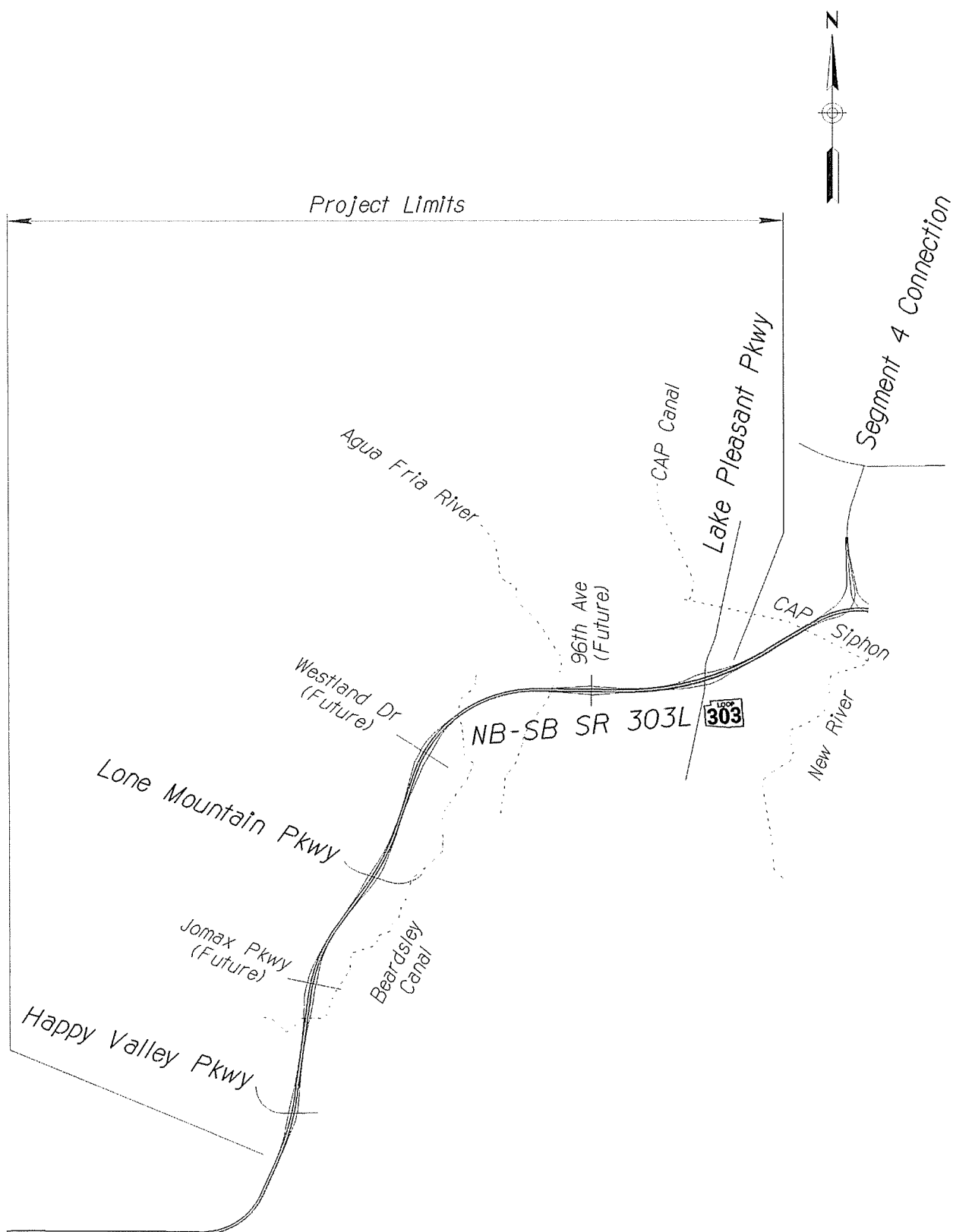
750 Environmental Studies

The Draft Environmental Assessment for Estrella Freeway, SR303L Happy Valley Road to 43rd Avenue was completed in August 2006. The Final Environmental Assessment is anticipated in November of 2006.

770 Final Design Concept Report

The Final Design Concept Report, SR303L, Happy Valley Road to I-17 will be provided to the Consultant.

APPENDIX A LOCATION MAP



RESPONSIBILITY CHART

APPENDIX B

Page 1 of 4

	ITEM	SCOPE SECTION	CONSULTANT	ADOT	OTHERS
A	AERIAL MAPPING (complete)	410			
	1. Geodetic Control			X	
	2. Photogrammetric Control & Panels			X	
	3. Aerial Photography			X	
	4. Plotter Compilation			X	
	a. Planimetric Map			X	
	b. Contour			X	
	c. Topographic Map			X	
B	CONTROL SURVEYS (complete)	410			
	1. Geodetic Control			X	
	2. Horizontal		X	X	
	3. Vertical		X	X	
	4. Topographic Map			X	
	5. Utility Locations		X		
	6. Right-of-Way		X		
	7. Roadway Cross Sections		X		
	8. Drainage Cross Sections		X		
	9. Structures Surveys	N/A			
C	ENVIRONMENTAL (complete)	420			
	1. Environmental Analysis Document	421		X	
	2. Air Quality Technical Report	422		X	
	3. Noise Analysis Technical Report	422		X	
	4. Cultural Resources Survey	423		X	
D	MATERIALS INVESTIGATION	415			
	1. Provide Soil Survey	416	X		
	a. Roadway		X		
	b. Lateral Ditches		X		
	c. Earthwork	417	X		
	d. Retention/Detention Ponds		X		
	2. Provide Bridge Foundation and Retaining/Sound Wall Foundation Investigations	(416)	X		
	3. Provide Testing and Analysis	417	X		
	4. Provide Pavement Design	419	X		
	5. Materials Memorandum	419	X		

RESPONSIBILITY CHART

APPENDIX B

Page 2 of 4

		SCOPE	CONSULTANT	ADOT	OTHERS
	ITEM	SECTION			
E	DESIGN TRAFFIC DATA	460			
	1. Gather Statistics	N/A			
	a. 2-Way ADT	N/A			
	b. Turning Movements	N/A			
	c. 24 Hour Traffic Counts	N/A			
	2. Prepare Traffic Data Sheets	N/A			
	3. Prepare Equivalent 18 Kips	N/A			
	4. Prepare Traffic Analysis	N/A			
	5. L.O.S. Analysis	N/A			
	6. Comp. Traffic Control Device Plan	467	X		
F	RIGHT-OF-WAY	470			
	1. Develop Requirements	471	X		
	2. Secure Title Search	472		X	
	3. Prepare R/W Plans and Legal Descriptions	472		X	
	4. Prepare Transfer Documents	472		X	
	5. Provide Appraisals	472		X	
	6. Negotiate Right-of-Way	472		X	
	7. Condemnation Proceedings	472		X	
	8. Testify in Court (by contract modification)	472	X	X	
	9. R/W Cost Estimates	472		X	
	10. Relocation Assistance	472		X	
	11. Property Management	472		X	
	12. Clearance Letter	472		X	
G	CONSTRUCTION PLANS				
	1. Plot Design Survey	410	X		
	2. Roadway Plans & Retaining/Sound Wall Design (only roadway plans)	440	X		
	3. Drainage Design	450	X		
	4. Bridge Design	445	X	X	
	5. Roadway Lighting Plans	463	X		
	6. Traffic Signal Plans	463	X		
	7. Signing & Pvmnt Marking Plans	464-465	X		
	8. Utility Adjustment Plans	433	X		
	9. Maintenance of Traffic Requirements	462	X		
	10. Landscape Architectural Design	455	X		
	11. Architectural Design		X		
	12. Plumbing and Mechanical Design	N/A			
	13. Electrical		X		

RESPONSIBILITY CHART

APPENDIX B

Page 3 of 4

	ITEM	SCOPE SECTION	CONSULTANT	ADOT	OTHERS
H	SECTION 404 PERMIT	453			
	1. Coordinate with Permitting Agencies		X	X	
	2. Prepare Permit Application		X	X	
	a. Forms			X	
	b. Sketches		X		
	c. Hydraulic Calculations		X		
	d. Supporting Documents		X		
	3. Process Permit Application			X	
I	UTILITY & RAILROAD	430			
	1. Utilities Conflict Identification	431	X		
	2. Prior Rights Information			X	
	3. Conduct Utility Pre-Design Conference		X	X	
	4. Review Utility Adjustment Plans		X		
	5. Secure Utility Relocation Schedule		X		
	6. Secure Utility Agreements			X	
	7. Process Relocation Schedule & Agreement			X	
	8. Clearance Letter		X	X	
J	COST ESTIMATES	480			
	1. Prepare Construction Cost Estimates		X	X	
	2. Prepare R/W Cost Estimates			X	
K	SPECIAL PROVISIONS				
	1. Roadway Construction Plans		X		
	2. Bridge Plans		X	X	
	3. Signing & Pavement Markings		X		
	4. Traffic Signal Plans		X		
	5. Preparation for pre-bid conference		X		
	6. Attend pre-bid conference		X		

RESPONSIBILITY CHART **APPENDIX B**

Page 4 of 4

	ITEM	SCOPE SECTION	CONSULTANT	ADOT	OTHERS
L	CONTRACTS AND SPECIFICATIONS PROCESS	490			
	1. Respond to questions on Final		X		
	2. Final Revisions		X		
	3. Addenda to Final, as required		X		
	4. Preparation for pre-bid conference		X		
	5. Attend pre-bid conference		X		
M	POST DESIGN SERVICES	600			
	1. Respond to questions on project under construction		X	X	
	2. Review and approve shop drawings		X	X	
	3. Provide contact person		X	X	
N	VALUE ANALYSIS	1050			
	1. Roadway Construction Plans Review		X	X	X
	2. Bridge Construction Plans Review	N/A			
	3. R/W Plans Review				
O	SUBMITTAL REVIEWS	1060			
	1. Roadway Construction Plans Review		X	X	X
	2. Bridge Construction Plans Review		X	X	X
	3. Design Concept Report Submittal	N/A			
	4. Environmental Reports	N/A			
	5. Stage I Design Submittal	N/A			
	6. Stage II Design Submittal	1064	X	X	X
	7. Stage III Design Submittal	1065	X	X	X
	8. Final Design Submittal	1066	X	X	X

APPENDIX C DISTRIBUTION LIST

PLANS - SPECIAL PROVISIONS - COST ESTIMATES (Stage I, II, III & IV)

The following is the distribution of reports, plans, estimates and special provisions as specified in Paragraph 1060 of the Scope of Work.

Page 1 of 2

PLANS - SPECIAL PROVISIONS - COST ESTIMATES (Stage I, II, III & IV)

Location	Title	No. of copies
Bridge Group	Bridge Design Leader	1
Contracts & Specifications	Transportation Engineer	1
Phoenix Construction District	District Engineer	2
Phoenix Construction District	Resident Engineer	1
Phoenix Construction District	Regional Traffic Engineer	1
Environmental Planning	Manager	1
FHWA	Area Engineer	1
Materials Pavement Design Section	Sr. Pavement Design Engineer	1
Materials Geotechnical Design Section	Geotechnical Section Engineer	1
Valley Right-of-Way Project Management	Liaison	1
Roadside Development	Manager	1
Roadway Design Section	Engineer-Manager	1
Valley Project Management Section	Project Manager	1
Roadway Drainage Section	Engineer-Manager	1
Traffic Design	Traffic Engineer	1
Traffic Electrical Design	Traffic Engineer	1
Utilities & Railroad	Engineer-Manager	1
City of Peoria	Design Coordination Engineer	1
Flood Control District of Maricopa County	Liaison	1
Management Consultant	Design Manager	1
Utility Companies	Utility Coordinators	Various

CROSS SECTIONS, if required

Phoenix Construction District	District Engineer	1
Phoenix Construction District	Resident Engineer	1
Materials Pavement Design Section	Sr. Pavement Design Engineer	1
Materials Geotechnical Design Section	Geotechnical Section Engineer	1
Roadway Design Section	Engineer-Manager	1
Valley Project Management Section	Project Manager	1
City of Phoenix	Design Coordination Engineer	1
Flood Control District of Maricopa County	Liaison	1
Utility Companies	Utility Coordinators	Various

AASHTO REPORT, if required

Roadway Group	Assistant State Engineer	N/A
Statewide Project Mgmt Section	Project Manager	N/A

APPENDIX C DISTRIBUTION LIST

Page 2 of 2
No. of copies

Location	Title	
DRAINAGE REPORT		
Roadway Drainage Section	Engineer-Manager	2
Phoenix Construction District	District Engineer	1
Roadway Design Section	Engineer-Manager	1
Valley Project Management Section	Project Manager	1
City of Phoenix	Design Coordination Engineer	1
Flood Control District of Maricopa County	Liaison	1
Management Consultant	Design Manager	1
FOUNDATION REPORT, if required		
Bridge Group	Bridge Design Leader	2
Materials Geotechnical Design Section	Geotechnical Section Engineer	3
Phoenix Construction District	District Engineer	1
Valley Project Management Section	Project Manager	1
GEOTECHNICAL REPORT		
Materials Geotechnical Design Section	Geotechnical Section Engineer	3
Materials Pavement Design Section	Sr. Pavement Design Engineer	1
Phoenix Construction District	District Engineer	1
Valley Project Management Section	Project Manager	1
Utility Companies	Utility Coordinators	Various
MATERIALS DESIGN REPORT/PAVEMENT DESIGNS		
Contracts & Specifications	Transportation Engineer	1
Phoenix Construction District	District Engineer	1
Phoenix Construction District	Resident Engineer	1
Materials Geotechnical Design Section	Geotechnical Section Engineer	1
Materials Pavement Design Section	Sr. Pavement Design Engineer	3
Roadway Design Section	Engineer-Manager	1
Valley Project Management Section	Project Manager	1

APPENDIX D
FINAL COST PROPOSAL

APPENDIX E PAYMENT REPORT

APPENDIX F EVALUATION SCHEDULE

PHASING AND EVALUATION SCHEDULE FOR DESIGN PROJECTS

On consultant design contracts, the project design milestones are after the Stage II (30%), Stage III (60%), and Final (100%) design submittals. Contract Constructibility will also be evaluated by District personnel. Evaluations at these milestones provide indications of how the design is progressing and what steps have been taken to assure effective and efficient practices during construction. The evaluations should be completed after all major issues of a design submittal have been resolved. When this schedule is followed the evaluation document is an extension of the design submittal review process.

It is recommended that the letter of transmittal to the design consultant from the Project Manager be similar in content to the attached sample transmittal.

RECOMMENDED EVALUATION FILING DATES

Stage II Design Submittal (30%)	5 DAYS after all major design submittal review issues have been resolved
Stage III Design Submittal (60%)	5 DAYS after all major design submittal review issues have been resolved
Final Design Submittal (100%)	5 DAYS after all major design submittal review issues have been resolved
Contract Constructibility (Partnering Close-out form will be used)	5 DAYS after construction is complete and project has been accepted.

Notes: 1. A design submittal evaluation should not be more than six weeks after the design submittal date.

EVALUATION MEASUREMENTS/COMMENTS

The following measurement standards for performance evaluation factors may be used:

"5" rating is for outstanding performance which exceeds the Scope of Services. Examples are design and/or construction cost savings, substantial time savings, unprecedented level of community involvement, error free plan submittals, etc. The award of this rating will be infrequent, as Consultants are selected on their qualifications and are expected to produce the best product possible.

"3" rating is for performance which has met the Department's expectations based on the Scope of Services. Examples are within scope, budget, and on time; acceptable communication and coordination; minimal changes to plan submittals, etc.

"1" rating is for unsatisfactory performance which has not met the Department's expectations based on the Scope of Services. Examples are not meeting schedules, exceeding the design and/or construction budgets, major revisions required on plan submittals, poor communication and coordination, etc.

NOTE: Additional comments are required in the space provided for the ratings.

SECTION IX
ADVANCE AGREEMENT CHECKLIST

ARIZONA DEPARTMENT OF TRANSPORTATION

ENGINEERING CONSULTANTS SECTION

ADVANCE AGREEMENT CHECK LIST (See FAR 31.109)

1. Direct Labor

Direct labor will be billed at actual costs, as defined in FAR 31.001, unless a specific classification or individual's billing rate is capped. However, for partners, sole proprietors and Limited Liability Companies (LLCs) where owners may not be paid an hourly wage or salary, direct labor will be billed at rates agreed to by ADOT. (Also see **Compensation for Personal Services**.)

Only the pay rates of those employees who will likely be expected to be directly involved on the Project stated in the Contract can be used in developing cost proposal rates.

2. Home Office Allocations or Similar Allocated Costs

FAR 31.109(h)(14) states, "General and administrative costs (e.g., corporate, division, or branch allocations) attributable to the general management, supervision, and conduct of the contractor's business as a whole." These costs may represent a significant portion of indirect (Overhead) costs.

All Cost Principles addressed in the Contract Cost Allowability Guidelines and Policies ("CCAGP") must be followed by a Consultant/Subconsultant's home office, division or other related entity that allocates costs to the Consultant/Subconsultant (see the CCAGP **A.5. Allocability of Costs**). These costs should be identified and agreed to in advance as to the amounts considered reasonable and allocable to ADOT contracts.

3. Overhead Rates by Type of Engineering Discipline or Specialty

Firms qualified to provide more than one engineering discipline or specialty must be able to substantiate separate overhead rates for each of the following disciplines:

- Construction Administration (CEI)
- Design
- Geotech
- Supplemental Services

4. Compensation for Personal Services

See CCAGP **B.31.205-6 Compensation for Personal Services**.

Compensation for personal services is normally the most significant element of indirect cost. The components of compensation for personal services should be identified and the amounts to be considered reasonable and allocable to ADOT contracts agreed to in advance.

In particular, the following elements of Compensation for Personal Services, if applicable, should be agreed to in advance:

- Both the reasonableness and allocability of compensation paid to partners, sole proprietors, or owners and family members of same, along with highly compensated employees.
- Allowability of bonuses. Under above reference, see 2. *Bonuses and incentive compensation*.

5. Cost of Money

If this item is requested, it must be properly proposed as a separate line item in the Derivation of Costs Proposal, and documented in accordance with 31.205-10. Also see FAR 31.201-1.

6. Bid and Proposal Costs (see FAR 31.205-18) and Selling/Marketing Costs (see FAR 31.205-38)

Bid and proposal costs and selling/marketing costs will be looked at carefully in the preaward review. Any unreasonable and/or unallocable costs being claimed will be disallowed. Adequate documentation will be expected for such claimed costs. Unallowable portions will be expected to be properly identified.

7. Other Direct Costs

It will be expected that Other Direct Costs (any expense/cost other than Direct Labor and Subconsultants) be included in the Overhead cost pool. If a Consultant/Subconsultant proposes Other Direct Costs, it will need to obtain prior approval of its accounting methods by ADOT's Office of Audit & Analysis—External Audit Team before it can include such costs in its Derivation of Costs Proposal submitted to ADOT's Engineering Consultants Section.

7. Other Direct Costs, continued

The list of incidental costs that follow should not be considered to be "all-inclusive". However, the items noted below are specific costs ADOT has identified as being onerous to deal with as Other Direct Costs. Most Consultants/Subconsultants already include such costs in Overhead cost pools.

- Audio/Video equipment and supplies, including VCRs and video cameras
- Cell phones
- Copy machines
- Densometer
- FAX
- Internet/electronic mail
- Mileage for company vehicles
- Office space considered to be "extra". (Exception is for Construction Administration field office.)
- Postage and/or Courier
- Survey supplies
- Telephone calls--both local and long distant

Additional points to consider:

- If a Consultant/Subconsultant does not have separate cost pools (for example CADD and Reproduction Costs), ADOT believes it will be very difficult to adequately substantiate such costs.
- Be aware that if the costs of specific services normally provided by a Consultant/Subconsultant are included in its Overhead Cost Pool, then any unexpected costs that may be incurred to provide those same services must be charged to an Overhead cost account. Any questions regarding this matter should be directed by ADOT's Office of Audit & Analysis—External Audit Team.

8. Incidental Costs Which Should Normally Be Charged Directly to the Contract

- Lease/rental of vehicles or other specialty equipment. (This cost should be substantiated by evidence of appropriate bidding including support for the bid accepted.)
- Mobilization of equipment.
- Travel and Lodging, including per diem, following ADOT's Travel Authorization Policy.
- Special reproduction costs provided by outside vendors

SECTION X
BOILER PLATE CONTRACT

Contract No.: 07-13
TRACS No.: H7156 01D, H7157 01D
Project No.:

A.G. Contract No: KR94-1408ALS

CONSULTANT CONTRACT

This CONTRACT is made and entered into on _____, 20____ by and between the State of Arizona, Arizona Department of Transportation, Intermodal Transportation Division, acting by and through the Director, hereinafter called STATE, and

(Consultants Name and Address Inserted Here)

hereinafter called the CONSULTANT.

The Description and Location of the CONTRACT and related project(s) are as follows:

Description:

DESIGN OF ESTRELLA FREEWAY (SR303L)
HAPPY VALLEY ROAD TO LAKE PLEASANT
PARKWAY (INTERIM ROADWAY)

Location:

IN MARICOPA COUNTY

RECITALS

1. The STATE desires that design plans be prepared for the above location. The trained personnel needed for the CONTRACT and related project(s) are not currently available within its own organization.
2. The CONSULTANT firm with its principals and employees is considered to be qualified and otherwise capable of performing the work required by this contract in the time allotted.
3. Therefore, pursuant to Arizona Revised Statutes, Section 28-1803(5) it is deemed to be in the public interest to enter into this contract.

AGREEMENT

Now, Therefore, in consideration of these premises and of the mutual clauses and agreements herein contained, and the faithful performance thereof, the CONSULTANT and the STATE contract and agree:

2.01 SCOPE OF WORK

The CONSULTANT shall perform engineering services for the satisfactory completion of the CONTRACT and related project(s) as detailed and described in the following Scope of Work dated _____, 20__ which is considered to be a part of this CONTRACT.

(Scope of Work Inserted Here)

3.01 CONTRACT SCHEDULE AND COMPLETION DATE

Work on the CONTRACT and related project(s) is scheduled to commence on _____. Work is to be completed within _____ calendar days from notice to proceed for an estimated completion date of _____, 20____. The STATE assumes no liability for work performed or costs incurred prior to the beginning date or subsequent to the CONTRACT completion date. Extensions of time allowed for completing the CONTRACT may be granted under appropriate circumstances.

3.02 CONSULTANT'S COMPENSATION - LUMP SUM - DESIGN - MULTIPLE PHASES**1. PHASE I - DESIGN - MULTIPLE PHASES**

- a. The method of payment for this CONTRACT is Lump Sum. Total compensation for the work performed shall not exceed the sum of \$_____ plus approved adjustments. The Negotiated Provisional overhead rate of _____% will be set until receipt the Pre-Negotiation Audit Review. A contract modification will be executed to establish the Negotiated overhead rate for the term of the contract. The Overhead rate, Direct Expenses and Fee are subject to change pending Pre-Negotiation Audit Review. A one time redetermination adjustment in the total amount paid or to be paid on all payment reports shall be made to reflect the established overhead rate and any resulting additional payments, refunds, or credits shall be made promptly. The contract Notice to Proceed date will be the effective date for all redetermination of costs.
- b. The STATE shall pay the CONSULTANT in installments based upon Monthly Progress Reports and Progress and Final Payment Reports submitted by the CONSULTANT, with payments subject to the following limitations:
 - (1) Prior to approval of the Stage II Design Submittal, the billed amount shall not exceed ____% of the total contract amount.
 - (2) Prior to approval of the Stage III Design Submittal, the billed amount shall not exceed ____% of the total contract amount.
 - (3) Prior to approval of the Final Design Submittal, the billed amount shall not exceed ____% of the total contract amount.
- c. The STATE, at its discretion may, by written notification, waive the above limitations. Approval authority shall be the same as for interim payments.

2. PHASE II - POST DESIGN SERVICES

CONSULTANT'S compensation for work on Phase II, Post Design Services, will begin at construction bid date and will be at specific hourly rates (to include direct labor, overhead and fixed fee) as set forth in the CONTRACT, plus direct expenses approved by the Department. Rates are subject to negotiation prior to execution of this phase. Identification of personnel within each classification may be required by the ADOT Project Manager. Authorization for post-design services will be executed by Contract Modification.

3. Costs are to be identified separately for each project number. Costs for each category must not exceed the amounts budgeted for those specific categories during the contract time frame without prior written approval of the STATE.

4. The CONSULTANT is required to submit a Monthly Progress Report in a format furnished by the STATE showing the status of the work and the degree of completion thereof.
5. The STATE shall not withhold retention on progress payments. However, if satisfactory progress has not been made, the STATE may first retain a maximum of 10% of the current and subsequent billings, or secondly, the STATE may refuse to make full progress payment(s) of such sums which are considered necessary.
6. When all work is delivered, accepted and approved as complete by the STATE, the ADOT Office of Audit and Analysis may prepare a report showing allowable costs incurred. Preparation of this report may require an audit examination of the CONSULTANT'S records. This may also include an examination of subconsultants or subcontractors records.
7. Final payment shall be made as soon as possible after 60 days from the date of acceptance of the audit findings, if applicable, by the STATE and the CONSULTANT.
8. In the event the STATE requires substantial changes in the scope, character or complexity of the work on the CONTRACT, the total compensation as well the fixed fee portion may be re-evaluated and adjusted to a greater or lesser amount by mutual agreement between the CONSULTANT and the STATE.
9. In the event this CONTRACT is terminated by the STATE as herein provided, the CONSULTANT may be paid all the allowable costs incurred, including mobilization and demobilization expense, plus that portion of the fixed fee earned to date of termination as determined by the STATE. Mobilization and demobilization expenses shall include only reasonable costs of marshalling personnel (and equipment if specifically provided for in the contract) for performing this work and of terminating employment of such personnel. No costs will be allowable in connection with termination of employment if incurred later than fifteen (15) days after the date of termination. Costs will be determined as provided in the Federal Acquisition Regulations and may be verified by an audit.

4.01 CONSULTANT AND SUBCONSULTANT PAYMENT

The CONSULTANT shall submit invoices on a regularly monthly basis in accordance with a timetable agreed to in contract negotiations. Invoices should be sent directly to ADOT Project Manager or Project Monitor.

The CONSULTANT will submit invoices for work performed by their Sub-consultants even though the prime CONSULTANT may not have performed working during the preceding month.

On or before the seventh day after the STATE makes a progress payment to the CONSULTANT, the CONSULTANT shall pay the Sub-consultants for the work performed to the extent of each Sub-consultant's contractual interest in the progress payment.

4.02 CONTRACT MODIFICATIONS

1. Contract modifications, defining and limiting the terms of the contract and compensation, must be approved by the STATE, and shall be submitted in the form and format provided by the STATE. The CONSULTANT will be compensated only with prior written authorization by the STATE. Any administrative/technical costs associated with the preparation of said modifications are solely the responsibility of the CONSULTANT.

- a. **Supplemental Agreements**

Significant changes in the scope, character, or complexity of the work may be negotiated if it is mutually agreed that such changes are desirable and necessary. Contract changes defining and limiting the work and compensation must be authorized by the STATE. Such supplemental agreement(s) shall be made in writing, and it is expressly understood and agreed that no claim for extra work performed or materials furnished shall be made by the CONSULTANT until authorization to proceed is granted, in writing, by the STATE.

- b. **Changes Orders**

The STATE may at any time, by written order, and without notice to sureties, if any, make (or direct) changes within the general scope of this CONTRACT in the services to be performed.

4.03 DELAYS AND EXTENSIONS

The CONSULTANT agrees that no charges or claims for damages shall be made against the STATE for any delays or hindrances during the progress of this CONTRACT. Such delays or hindrances, if any, will be covered by an extension of time for such reasonable period as mutually agreed upon between the parties. It is agreed and understood, however, that permission to proceed with the CONTRACT after the established completion date, shall not be construed as a waiver by the STATE of any of its rights herein.

4.04 LATE SUBMITTAL OF INVOICE

Unless waived by the STATE, in writing, all invoices for work performed under this CONTRACT shall be submitted within 60 days from date of acceptance of the completed portion of the work performed.

4.05 PERFORMANCE EVALUATIONS

The CONSULTANT'S performance will be evaluated periodically in accordance with the schedule set forth in Appendix ____ of this CONTRACT.

4.06 GENERAL COMPLIANCE WITH LAWS

The CONSULTANT shall comply with all Federal and State laws, and local ordinances and regulations.

4.07 LITIGATION

In the event of litigation between the CONSULTANT and the STATE involving this CONTRACT, the laws and decisions of the State of Arizona shall apply and any such litigation shall be commenced and prosecuted in the appropriate court of competent jurisdiction of the Federal or State Court System within the geographical boundaries of the State of Arizona.

4.08 DISPUTE ESCALATION (Administrative Review)

A written dispute escalation process will be utilized to resolve questions of fact during the course of this CONTRACT. The final determination will be made by the STATE.

4.09 ARBITRATION

The parties agree to use arbitration, after exhausting applicable administrative reviews, to resolve disputes arising out of this agreement where the sole relief sought is monetary damages of \$100,000, or less, exclusive of interest and costs.

4.10 TERMINATION, POSTPONEMENT OR ABANDONMENT

1. The right is reserved by the STATE to terminate, indefinitely postpone work, or abandon the CONTRACT. The STATE may terminate this CONTRACT in any one of the following circumstances:
 - a. Failure of the CONSULTANT to perform the services as detailed herein and in any modifications to this CONTRACT.
 - b. Failure of the CONSULTANT to complete this CONTRACT within the time specified herein and in any modifications to this CONTRACT.
 - c. Failure of the CONSULTANT to comply with any of the terms of this CONTRACT.
 - d. When, for any reason, the STATE shall determine that such termination is in its best interest.
2. If the STATE contemplates termination under the provisions of paragraphs 1.a., 1.b., or 1.c. above, the CONSULTANT shall have five (5) days in which to cure such failure. In the event the CONSULTANT does not cure such failure, the STATE may terminate the CONTRACT without further consideration.
3. If, after Notice of Termination of this CONTRACT under the provisions of 1.a., 1.b. or 1.c. of this clause, it is determined that the CONSULTANT was not in violation or default, the Notice of Termination shall be deemed to have been issued under the terms of 1.d. of this clause.
4. Termination shall be effected by delivery to the CONSULTANT of a Notice of Termination specifying whether termination is for default of the CONSULTANT or for the convenience of the STATE, the extent to which performance of the CONTRACT is terminated, and the date upon which such termination becomes effective.

5. In the event of termination, the STATE shall be liable to the CONSULTANT only to the extent and as provided in SECTION 3.02 (CONSULTANTS'S COMPENSATION) of this CONTRACT.
6. In the event this CONTRACT is terminated, the STATE shall have the option of completing the CONTRACT, or entering into an agreement with another party for the completion of this CONTRACT according to the provisions and agreements herein.
7. If the STATE exercises this option, all costs and charges incurred by the STATE, together with the cost of completing the work under CONTRACT, will be deducted from any monies due or which may become due the CONSULTANT.

4.11 CANCELLATION OF STATE CONTRACTS

In accordance with Arizona Revised Statutes 38-511, the STATE may cancel any CONTRACT, without penalty or further obligation, made after the effective date of this section by the STATE or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating the CONTRACT on behalf of the STATE or any of its departments or agencies is, at any time while the CONTRACT or any extension of the CONTRACT is in effect, an employee of any other party to the CONTRACT in any capacity or a CONSULTANT to any other party of the CONTRACT with respect to the subject matter of the CONTRACT. The cancellation shall be effective when written notice from the STATE is received by all other parties to the CONTRACT unless the notice specifies a later time.

4.12 SUCCESSORS AND ASSIGNS

The CONSULTANT and all successors, executors, administrators and assigns of CONSULTANT'S interest in the work or the compensation herein provided shall be bound to the STATE to the full legal extent to which the CONSULTANT is bound with respect to each of the terms and agreements of this CONTRACT.

4.13 CONTINUING OBLIGATION

The CONSULTANT agrees that if because of death or any other occurrence it becomes impossible for any principal or employee of the CONSULTANT to render the services required under this CONTRACT, neither the CONSULTANT nor the surviving principals shall be relieved of any obligation to render complete performance. However, in such event, the STATE may terminate this CONTRACT if it considers the death or incapacity of such principal or employee to be a loss of such magnitude as to affect the CONSULTANT'S ability to satisfactorily complete the performance of this CONTRACT.

4.14 INSURANCE

1. Without limiting any liabilities or any other obligations of the CONSULTANT, the CONSULTANT shall provide and maintain the minimum insurance coverage listed below. Coverage will be provided with forms and insurers acceptable to ADOT and maintained at a minimum until obligations under this CONTRACT are satisfied.

- a. If applicable, Workmen's Compensation insurance to cover obligations imposed by Federal and State statutes having jurisdiction of its employees engaged in the performance of the services, and Employers' Liability insurance with a minimum limit of one hundred thousand dollars (\$100,000). Evidence of qualified self-insured status shall suffice for this section.
- b. Architects' and Engineer's Professional Liability insurance in the amount of one million dollars (\$1,000,000) each claim, with said coverage to remain in force and effect for a minimum of one year past ADOT's acceptance of the CONTRACT.
- c. Comprehensive General Liability insurance with a minimum combined single limit of one million dollars (\$1,000,000) each occurrence. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, contractors protective, products and completed operations. Said policy shall contain a severability of interest clause.
- d. Commercial Automobile Liability coverage with a combined single limit for bodily injury and property damage of not less than one million dollars (\$1,000,000) for all owned, leased, hired and non-owned vehicles. The State of Arizona and the Arizona Department of Transportation must be named as Additional Insureds and Certificate Holder on the policy.
- e. Valuable Papers insurance in an amount sufficient to assure the restoration of any documents, memoranda, reports, or other similar data relating to the work of the CONSULTANT used in the completion of this CONTRACT.
- f. The policy required by Sections c. and e. above shall be endorsed to include the STATE and ADOT, its agents and officials and employees as additional insureds and shall stipulate that the insurance afforded CONSULTANT shall be primary insurance and that any insurance carried by ADOT, its agents, officials or employees shall be excess and not contributory insurance to that provided by CONSULTANT.
- g. A certificate of insurance acceptable to ADOT shall be issued to ADOT prior to commencement of the CONTRACT as evidence that policies providing the required coverages, conditions and limits are in full force and effect. Such certificate shall contain provisions that coverage afforded under the policies will not be cancelled, terminated or materially altered until at least 30 days prior written notice has been given to ADOT.

4.15 INDEMNIFICATION - RESPONSIBILITY FOR CLAIMS AND LIABILITIES

1. For Professional Liability

To the fullest extent permitted by law, the CONSULTANT shall indemnify and hold harmless the State of Arizona, its agents, representatives and employees from and against liability for loss or damage resulting from the negligence of the CONSULTANT, or any subconsultant, or anyone directly or indirectly employed by the CONSULTANT or any subconsultant, but only to the extent the loss or damage results from the negligence of the CONSULTANT, or any subconsultant, or anyone directly or indirectly employed by the CONSULTANT or any subconsultant.

2. For Other than Professional Liability

To the fullest extent permitted by law, the CONSULTANT shall indemnify and hold harmless the State of Arizona, its agents, representatives and employees from and against liability for loss or damage resulting from the negligence of the CONSULTANT, or any subconsultant, or anyone directly or indirectly employed by the CONSULTANT or any subconsultant, but only to the extent the loss or damage results from the negligence of the CONSULTANT, or any subconsultant, or anyone directly or indirectly employed by the CONSULTANT or any subconsultant.

4.16 ANTITRUST VIOLATIONS

The CONSULTANT and the STATE recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact borne by Purchaser or ultimate user: in this case, the STATE. Therefore, CONSULTANT, acting as a Vendor, hereby assigns to the STATE any and all claims for such overcharges.

4.17 LIQUIDATED DAMAGES

(This is an optional provision applied, on an exception basis, primarily to contracts initiated and administered by the Arizona Transportation Research Center - Not applicable to this contract)

4.18 CONSULTANT'S RESPONSIBILITY

The CONSULTANT has total responsibility for the accuracy and correctness of plans and related data prepared under the terms of this CONTRACT, and shall check all such material accordingly for completeness, missing items, correct multipliers and consistency. The plans will be reviewed by ADOT for conformity with ADOT procedures and contract terms. Review by ADOT does not include detailed review or checking of design of major components and related details or the accuracy with which such designs are depicted on the plans.

4.19 ACCURACY OF WORK

Acceptance of the work by the STATE will not relieve the CONSULTANT of the responsibility for subsequent correction of any such errors and the clarification of any ambiguities. The CONSULTANT shall make all necessary revisions or corrections resulting from errors and omissions on the part of the CONSULTANT without additional compensation.

4.20 CONSULTANT'S ENDORSEMENT OF PLANS, ETC.

The CONSULTANT'S seal shall be endorsed and affixed to plans, reports and engineering data furnished under this CONTRACT.

4.21 PROFESSIONAL CONDUCT

The CONSULTANT shall comply with the provisions of A.C.R.R.4-30-301 (which is the official compilation of the Administrative Rules and Regulations for the State of Arizona), entitled Rules of Professional Conduct, Rules of the State Board of Technical Registration for Architects, Assayers, Engineers, Geologists, Landscape Architects and Land Surveyors, which are incorporated herein by reference and hereby made a part of the CONTRACT.

4.22 IMPROPER EXERCISE OF AUTHORITY

It is further understood and agreed that the CONSULTANT shall not in any way exercise any portion of the authority or powers of the State of Arizona, and shall not make a contract or commitment, or in any way represent itself as an agent of the State of Arizona beyond the scope of this CONTRACT unless expressly authorized, in writing, by the STATE.

4.23 CONFLICTS OF INTEREST

1. The CONSULTANT shall not engage the services on this CONTRACT of any present or former STATE employee who was involved as a decision maker in the selection or approval processes or who negotiated and/or approved billings or contract modifications for this CONTRACT.
2. The CONSULTANT agrees that no public or private interest exists and none shall be acquired directly or indirectly which would conflict in any manner with the performance of the CONTRACT.

4.24 ORGANIZATIONAL CONFLICTS OF INTEREST

1. No contract for the construction of a project shall be awarded to the firm that designed the project, or its subsidiaries, affiliates, the parent company or subconsultants, except with the written approval of the STATE.
2. The applicability of the above also applies to a Management and/or General Consultant or any of its subsidiaries, affiliates, the parent company or subconsultants that were involved in any aspect of the design process.

4.24.1 CONSULTANT - CONTRACTOR CONFLICTS OF INTEREST

The CONSULTANT agrees that it shall not perform services on this project for the contractor, sub-contractor or any supplier.

The CONSULTANT shall not negotiate, contract, or make any agreement with the contractor, subcontractor or any supplier with regard to any of the work under this project, or any services, equipment or facilities to be used on this project.

4.25 ORGANIZATION EMPLOYMENT DISCLAIMER

1. The CONTRACT is not intended to constitute, create, give to, or otherwise recognize a joint venture agreement or relationship, partnership, or formal business organization of any kind, and the rights and obligations of the parties shall be only those expressly set forth in the CONTRACT.
2. The parties agree that no persons supplied by the CONSULTANT in the performance of CONSULTANT's obligations under the CONTRACT are considered to be STATE employees, and that no rights of State civil service, retirement or personnel rules accrue to such persons. The CONSULTANT shall have total responsibility for all salaries, wages, bonuses, retirement, withholdings, workmen's compensation, occupational disease compensation, unemployment compensation, other employee benefits and all taxes and premiums appurtenant thereto concerning such persons, and shall save and hold the STATE harmless with respect thereto.

4.26 NONPROCUREMENT DEBARMENT AND SUSPENSION

1. In accordance with 49 CFR 29.505, and by signature on this CONTRACT, the CONSULTANT certifies its' compliance, and the compliance of any subconsultants or subcontractors present or future, by stating that any person associated therewith in the capacity of owner, partner, director, officer, principal investor, project director, manager, auditor, or any position of authority involving Federal Funds:
 - a) is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal Agency;
 - b) does not have a proposed debarment pending;
 - c) has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal Agency within the past 3 years; and
 - d) has not been indicted, convicted, or had a civil judgment rendered against the firm by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years as specified by 49 CFR paragraph 29.305(a).

Where the CONSULTANT or subconsultant is unable to certify to the statement in 4.26.1(a) above, the CONSULTANT or subconsultant will be declared ineligible to enter into CONTRACT or participate in the project.

Where the CONSULTANT is unable to certify to any of the statements as listed in 4.26.1 (b), (c) or (d), the CONSULTANT shall submit a written explanation to the STATE. The certification or explanation will be considered in connection with the STATE's determination whether to enter into CONTRACT.

2. The CONSULTANT shall provide immediate written notice to the Department if at any time the CONSULTANT or any subconsultants or subcontractors, present or future, learn that its Debarment and Suspension certification has become erroneous by reason of changed circumstances.

4.27 COVENANT AGAINST CONTINGENT FEES

The CONSULTANT warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this CONTRACT, and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this CONTRACT. For breach or violation of this warranty, the STATE shall have the right to annul this CONTRACT without liability, or in its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

4.28 SUBLETTING, ASSIGNMENTS AND TRANSFERS

The CONSULTANT firm was chosen to perform the work on this CONTRACT based upon training and qualifications of its members. Therefore, subletting, assignment or transfer of any work to subconsultants and lower tier subconsultants, unless approved in writing by the STATE prior to performance of work, is expressly prohibited.

4.29 SUBCONSULTANTS

1. The CONSULTANT may retain Subconsultants on an "as required" basis, provided that the Subconsultants selected, and the rates to be paid, are identified on each Subconsultant's DERIVATION OF COST PROPOSAL located in the SCOPE OF WORK section, Appendix of the CONTRACT, or are approved by contract modification, or by Administrative Determination Letter, as applicable. All Subconsultants shall be required to follow the terms and conditions of this CONTRACT.

- a. Subconsultants' Compensation

Each Subconsultant will be expected to follow covenants set forth in 3.02 2. unless the subcontract is considered a Lump Sum by Task (fixed price) subcontract and not a Costs Plus Fixed Fee subcontract. However, with respect to 3.02 2.b.(5), the Indirect Costs (Overhead) rates for each Subconsultant, when applicable, will be the actual allowable overhead rate or the Negotiated Provisional rate stipulated in each Subconsultant's final DERIVATION OF COST PROPOSAL, as concurred with by the STATE. Each Subconsultant's actual allowable overhead rate or the negotiated provisional Overhead rate is separately determined and may not be the same rate as stipulated for the CONSULTANT.

- b. CONSULTANT'S Responsibility Regarding Subconsultant's Costs

The Subconsultant's allowable costs shall be governed by 3.02 2. The CONSULTANT shall monitor the billings received from the Subconsultants and ensure that all costs are documented and supported.

Regarding Indirect Costs (Overhead), the CONSULTANT is responsible for determining that the Subconsultants comply with 3.02 2.b.(6) with respect to the actual allowable or negotiated provisional Overhead rates. The Overhead rates for Subconsultants are "actual allowable" or "negotiated provisional", and must be accounted for annually. A Subconsultant may not bill more than its actual allowable Overhead rate or the negotiated provisional Overhead rate. In the event any Subconsultant violates this subsection, the penalties set forth in 3.02 2.b.(6)(a) will be assessed to the CONSULTANT.

All costs of the Subconsultants are subject to audit unless waived by the STATE. The cost to the STATE for Subconsultants shall be in amounts equal to the actual allowable costs paid to the Subconsultants.

2. The volume of work performed by the Subconsultants shall not exceed 49% of the total contract value unless waived by the STATE.

4.30 SUBCONTRACTS

The CONSULTANT agrees to insert in all subcontracts the clauses hereof entitled "Civil Rights," "Affirmative Action," "Ownership of Documents," "Patents and Copyrights", "Anti Lobbying and Disclosure," and "Retention of Records". The CONSULTANT further agrees to insert in any subcontract exceeding \$100,000 the clause hereof entitled "Environmental Protection."

4.31 KEY PERSONNEL

Any substitution or transfer of personnel specifically identified in CONSULTANT'S proposal as assigned to the work of this CONTRACT shall be subject to prior written approval by the STATE.

4.32 EMPLOYMENT OF PERSONNEL OF PUBLIC AGENCIES

The CONSULTANT shall not engage the service of any person or persons then in the employ of the STATE for work covered by the terms of this CONTRACT without the prior written approval of the STATE.

4.33 ANTI-LOBBYING

1. The CONSULTANT agrees to comply with the provisions of Section 1352 of Title 31, U.S.Code (Public Law 101.121) as codified in Title 48, Federal Acquisition Regulations Subpart 3.8 and Subpart 52.203-11. The legislation prohibits federal funds from being expended by a recipient or any lower tier subrecipients of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence a Federal agency or Congress in connection with the award of any Federal contract, cooperative agreement, including the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement. All disclosure statements are to be furnished to the STATE.

2. The CONSULTANT agrees to require all subconsultants and lower tier subconsultants who have agreements exceeding \$100,000 to complete the Certification of Federal Contracts (ECS Form 90-1) and, when appropriate, the Disclosure of Lobbying Activities (ECS Form 90-3) prior to execution of the Prime Consultants Agreement with the STATE. Lower tier certifications are to be maintained by the CONSULTANT.

4.34 OWNERSHIP OF DATA

1. The CONSULTANT agrees to maintain (in sufficient detail as will properly reflect all work done and results achieved in the performance of this CONTRACT) tracings, plans, specifications and maps, basic survey notes and sketches, books, records, reports, research notes, charts, graphs, comments, computations, analyses, recordings, photographs, computer programs and documentation thereof, and other graphic or written data generated in connection with the work called for in the CONTRACT; all such information and documentation to be termed "Data" under this CONTRACT.
2. All Data procured hereunder for the work funded by ADOT shall become the property of ADOT and delivered to ADOT upon request, and shall not be used or released by the CONSULTANT or any other person except with the prior written approval of the STATE; provided however, that CONSULTANT shall not be required to retain any Data not requested by ADOT within five years from the date of final payment to the CONSULTANT hereunder; and provided further that until such delivery to ADOT the CONSULTANT agrees to permit representatives of ADOT and the Federal Highway Administration to examine and review at reasonable times all Data still in the possession of the CONSULTANT.
3. All services, information, computer program elements, reports and other deliverables which may be patented or copyrighted and created under this CONTRACT are the property of the State of Arizona and shall not be used or released by the CONSULTANT or any other person except with the prior written approval of the STATE.

4.35 ADOT PRODUCTS

ADOT will provide the consultant with the ADOT developed software for the sole purpose of completing this contract, as set forth in the Site License Contract (which includes a detailed list of Software that will be provided to the consultant). The software is provided to the consultant solely for the purpose of completing this contract and for no other purposes. ADOT developed software including: manuals, electronic information, programs, and associated materials, remains the property of ADOT. Any use of this software for purposes other than the fulfillment of this contract is strictly prohibited. The consultant shall not copy the software or provide, distribute or demonstrate the software to other entities. Upon completion of the contract or when otherwise notified by ADOT, the contractor will return all software, backup copies, manuals, electronic information and associated materials to ADOT.

4.36 RETENTION OF RECORDS

1. The CONSULTANT and any subconsultant/subcontractor/vendor shall keep and maintain all books, papers, records, accounting records, files, accounts, reports, costs proposals with backup data and all other material relating to the CONTRACT and related project(s), and shall make all such material available at any reasonable time during the term of work on the CONTRACT and related project(s) and for five (5) years from the date of final payment to the CONSULTANT for auditing, inspection and copying upon the STATE'S request, or at the request of the Federal Highway Administration or any other authorized representative of the Federal Government.
2. The CONSULTANT shall insert in each of its subcontracts the above requirement and also a clause requiring its subconsultants to include the above requirement in any lower-tier subcontracts or purchase orders.

4.37 REVIEW AND INSPECTION

Representatives of the STATE and the Federal Highway Administration are authorized to review and inspect the CONTRACT activities and facilities during normal business hours.

4.38 PROPERTY OR EQUIPMENT

Except as otherwise provided in this CONTRACT, the lease, rental or purchase of property or equipment to perform the work herein described must have the prior written approval of the STATE. The control, utilization and disposition of property or equipment acquired using FEDERAL/STATE funds shall be determined by the STATE in accordance with the property management standards set forth in 49 CFR Part 18 , ADOT Manual - FIN 11.02, and Highways Division Policy and Implementation Memorandum No. 89-04.

4.39 CIVIL RIGHTS

1. The CONSULTANT is required to comply with Executive Order 75-5, "Non-discrimination in Employment by Government Contractors and Subcontractors," which is hereby included in its entirety by reference and considered a part of this CONTRACT.
2. The CONSULTANT is required to comply with Title VI of the Civil Rights Act of 1964, as amended. Accordingly, Title 49, Code of Federal Regulations, Part 21 through Appendix H and Title 23, CFR 710.405 (b) are made applicable by reference and are hereinafter considered a part of this CONTRACT.
3. The CONSULTANT is required to comply with the provisions of Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor Regulations (41-CFR Part 60). Said provisions are made applicable by reference and are hereinafter considered a part of this CONTRACT.

4. The CONSULTANT shall post in conspicuous places available to employees and applicants for employment, the following notice:

It is the policy of this company not to discriminate against any employee, or applicant for employment, because of race, color, religion, creed, national origin, sex, age, handicapped, or disabled veterans and Vietnam era veterans. Such actions shall include, but are not limited to: employment, upgrading, demotion, transfer, recruitment, or recruitment advertising; laying-off or termination; rates of pay or other compensation; and selection for training, and on-the-job training. Also, it is the policy to insure and maintain a working environment free of harassment, intimidation and coercion.

4.40 AFFIRMATIVE ACTION

CONSULTANT shall take the following affirmative action steps with respect to securing supplies, equipment or services under the terms of this CONTRACT:

1. Include qualified firms owned by socially and economically disadvantaged individuals on solicitation lists.
2. Assure that firms owned by socially and economically disadvantaged individuals are solicited whenever they are potential sources.
3. When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum participation by firms owned by socially and economically disadvantaged individuals.
4. Where the requirement permits, establishing delivery schedules which will encourage participation by firms owned by socially and economically disadvantaged individuals.
5. Use the services and assistance of the Small Business Administration, the Office of Minority Business Enterprise of the Department of Commerce and the Community Services Administration as required.

4.41 PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES

The CONSULTANT is required to adhere to the commitment made to participation by ADOT certified Disadvantaged Business Enterprises (DBE) as indicated in the firms Technical Proposal or subsequently agreed to by the STATE during negotiations. The STATE, at its discretion on a case by case basis, may waive the above limitations.

The CONSULTANT must submit the DBE Compliance Report to the Civil Rights Office by the 3rd Friday of each month. The report shall indicate the amount earned by and paid to each DBE working on the project for the preceding month.

4.42 ENVIRONMENTAL PROTECTION

(This clause is applicable if this contract exceeds \$100,000.00. It applies to Federal Aid Contracts Only.)

CONSULTANT is required to comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15) which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to the Federal Highway Administration and to the U.S.E.P.A. Assistant Administrator for Enforcement. (EN-329).

4.43 ENERGY CONSERVATION

(This clause is applicable to Federal Aid Contracts Only.)

CONSULTANT is required to comply with mandatory standards and policies, as applicable, relating to energy efficiency which are contained in the State Energy Conservation Plan issued by the State of Arizona in compliance with the Energy Policy Conservation Act (P.L. 94-163).

4.44 PUBLICATION PROVISIONS

The CONSULTANT shall provide annual, quarterly or monthly written progress reports requested by the STATE. Prior to completion of the CONTRACT and related project(s), the CONSULTANT shall prepare a final report summarizing activities, conclusions, and recommendations in a form as prescribed by the STATE, and this report shall be a prerequisite for final payment. Publication rights to all reports are reserved by the STATE. The CONSULTANT shall not release information developed under the CONTRACT prior to publication, except upon written approval of the STATE.

4.45 PUBLICATION PROVISIONS (RESEARCH AND UNIVERSITIES)

(Not applicable to this contract)

4.46 PATENTS AND COPYRIGHTS

All services, information, computer program elements, reports and other deliverables which may be patented or copyrighted and created under this CONTRACT are the property of the State of Arizona and shall not be used or released by the CONSULTANT or any other person except with the prior written approval of the STATE.

4.47 PATENTS AND COPYRIGHTS (RESEARCH AND UNIVERSITIES)
(Not applicable to this contract)

In Witness whereof the parties hereto have executed this agreement as of the day and year first herein written.

FOR THE STATE

ARIZONA DEPARTMENT OF TRANSPORTATION

Date

By: _____

Title

FOR THE CONSULTANT

FIRM NAME

Date

By: _____

Title